NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
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: The Miramonte

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.

Miramonte Partners, Ltd.

Applicant Entity Name

By:

Signature of Authorized Representative
Mark D. Musemeche

Printed Name
Vice- PRES M Group Holdings, Inc.

Title
2/23/2018

Date

Sworn to and subscribed before me on the 23 day of February , 2018

by Mark D. Musemeche

(Personalized Seal)

OFELIA ELIZONDO
Notary Public Signature
Texas

Notary Public, State of
Harris

County of
5/26/2019

My Commission Expires:
2/23/2018

Date

2/6/2018

12:03 PM
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 Process 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.
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

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
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)**

____ X 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.

_____ 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);

  - 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.
By: ____________________________

Signature

Mark Musemeche
Printed Name

Vice-President, MGroup Holdings, Inc.
Title

2/26/2018
Date

THE STATE OF Texas

COUNTY OF Harris

Before me, a notary public, on this day personally appeared Mark Musemeche, 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 26 day of February, 2018

(Seal)

OFELIA ELIZONDO
Notary Public Signature

My Commission Expires May 26, 2019
Attachment to Development Owner Certification

1) MGroup Holdings, Inc. notified the Department of MGroup’s intent to transfer ownership interest in Rancho de Luna (TDHCA #01078) in May of 2014. The transfer was made at the request of MGroup and was processed and approved by the Department in October of 2014.

2) The General Partner of Live Oak Village (TDHCA #02011) agreed to sell their respective interests on a voluntary basis to a qualified non-profit at the end of 2016. The sale was approved by TDHCA.

3) MGroup Holdings, Inc. agreed to sell their respective interests on a voluntary basis to a qualified non-profit at the end of December 2017 for the Rancho del Cielo properties (TDHCA 97026 & 99029). The sale was approved by TDHCA.
§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
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

Mark D. Musemeche

Printed Name

Vice-President, MGroup Holdings, Inc.

Title

2/26/2018

Date

THE STATE OF Texas §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared
Mark D. Musemeche, 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 26th day of February, 2018

(Seal)

OFELIA ELIZONDO
My Commission Expires
May 26, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

Laura Musemeche

Printed Name

President MGroup Holdings, Inc.

Title

Feb. 23, 2018

Date

THE STATE OF Texas §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Laura Musemeche, 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 23 day of February, 2018

[Notary Public Seal]

OFELIA ELIZONDO
My Commission Expires
May 26, 2019

Notary Public Signature
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
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>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mark Musemeche</td>
<td>Phone: (713) 522-4141</td>
</tr>
<tr>
<td>Email: <a href="mailto:mgrouplnc@sbcglobal.net">mgrouplnc@sbcglobal.net</a></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 1013 Van Buren St.</td>
<td></td>
</tr>
<tr>
<td>Street: Houston</td>
<td>TX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Ofelia Elizondo</td>
<td>Phone: (713) 522-4141</td>
</tr>
<tr>
<td>Email: <a href="mailto:oelizondo@sbcglobal.net">oelizondo@sbcglobal.net</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: NA</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Street:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State</td>
</tr>
</tbody>
</table>
### 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>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td><strong>17</strong></td>
</tr>
</tbody>
</table>

#### Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>3</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td><strong>Serve and Support Texans Most in Need Total</strong></td>
<td></td>
<td><strong>49</strong></td>
</tr>
</tbody>
</table>

#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>10</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>1</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td>1</td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Community Support and Engagement Total</strong></td>
<td></td>
<td><strong>11</strong></td>
</tr>
</tbody>
</table>

#### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td><strong>43</strong></td>
</tr>
</tbody>
</table>

#### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(f)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td><strong>120</strong></td>
</tr>
</tbody>
</table>
## Site Information Form Part I

### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Fifth Street CDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Address</td>
<td>Moore Road (between Court Rd &amp; 5th St)</td>
</tr>
<tr>
<td>Region</td>
<td>6</td>
</tr>
<tr>
<td>Zip</td>
<td>77477</td>
</tr>
<tr>
<td>County</td>
<td>Fort Bend</td>
</tr>
<tr>
<td>Rural/Urban</td>
<td>Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2q</td>
<td>17.7</td>
</tr>
</tbody>
</table>

- 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

- **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))

- **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))

- **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: **No zoning**

- Development Zone Designation: **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)

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armstrong Elementary</td>
<td>prek through 5</td>
<td>2015 Yes 2016 Yes 2017 Yes</td>
</tr>
<tr>
<td>Missouri City Middle School</td>
<td>6 through 8</td>
<td>2015 Yes 2016 Yes 2017 Yes</td>
</tr>
<tr>
<td>Marshall High School</td>
<td>9 through 12</td>
<td>2015 Yes 2016 Yes 2017 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.
Supporting Documentation for the Site Information Form Part I

- **Street Map with Site Drawn and Identified**
- **Census Tract Map with Development Site Identified**
  - https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t
- **Twice the State Average of Units Per Capita Resolution**
- **One Mile Three Year Resolution or evidence of other exception**
- **Housing Tax Credit Units per Total Household Resolution**
- **Evidence of Zoning and/or Evidence of Re-Zoning Process**
- **Evidence of Flood Zone Designation**

- **Educational Quality (all Applications)**
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school;
  - 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.

- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- 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
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
November 21, 2017

Ofelia Elizondo  
MGroup Holdings, Inc.  
1013 Van Buren Street  
Houston, TX 77019  
E-mail: oelizondo@sbcglobal.net

Subject Property: Moore RD, Stafford, TX 77477  
Use: Divine Farms LLC

In response to your request for information regarding the above referenced property, we have researched our files and present the following current Zoning classification for the subject property is in the ETJ of Stafford, Texas. There is no zoning in the ETJ.

Chris Riggs  
Building Director/Zoning Administrator
RE: Verification Letter
Building Codes, Certificates of Occupancy, and Zoning Ordinances
Fort Bend County, Texas

To whom it may concern:

Fort Bend County has not adopted any zoning ordinances. However, you will need to check with other municipalities or areas within their city limits and Extra Territorial Jurisdictions, and West Fort Bend Management District at www.wfbmd.org 281-344-1701.

Fort Bend County Engineering does not issue certificates of occupancy and the County has not adopted building codes for single family residential developments. However, Fort Bend County has adopted a County Fire Code and the FBC Fire Marshal’s office issues certificates of compliance for certain multi-family and non-residential developments. Please contact the FBC Fire Marshal’s office for requirements for construction in Fort Bend County at 281-238-1500, or email at FireMarshal@FortBendCountyTx.gov or the web-site at www.FortBendCountyTx.gov

Be advised you will need to contact the FBC Health Department for their requirements at 281-342-7469.

Refer to any deed restrictions that may be found in property deed.

If we can be of further assistance please do not hesitate to call 281-633-7519.

Rick J. Staigle, P.E., PTOE
Assistant County Engineer
The National Flood Hazard Layer (NFHL) dataset represents the current effective flood data for the country, where maps have been modernized. It is a compilation of effective Flood Insurance Rate Map (FIRM) databases and Letters of Map Change (LOMCs). The NFHL is updated daily. The regulatory flood zones as designated by FEMA is identical to that appearing on the FIRM Panels. The FIRM Panel labels show the panel number and effective date for each area.

FEMA NFHL Map

Flood Zones

- COASTAL BARRIER RESOURCE SYSTEM
- 1 PCT ANNUAL CHANCE FLOOD HAZARD CONTAINED IN CHANNEL
- A, AE, AH, AO
- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- 1 PCT FUTURE CONDITIONS
- AREA WITH REDUCED FLOOD RISK DUE TO LEVEE
- AREA OF MINIMAL FLOOD HAZARD

Source: FEMA NFHL, USGS NHL, ESRI

Copyright ©2016 Phase Engineering, Inc.

PEI Project No: 201801022
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>457</td>
<td>720</td>
<td>63</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>422</td>
<td>1,000</td>
<td>42</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>641</td>
<td>1,600</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 31.7</td>
<td>Graduation Rate Score N/A</td>
<td>Graduation Plan Score N/A</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

TEA | Academics | Performance Reporting

Page 1

August 15, 2017
Texas Education Agency
2017 Accountability Summary
Missouri City Middle (079907042) - Fort Bend ISD

Accountability Rating
Met Standard

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

<table>
<thead>
<tr>
<th>Index 1</th>
<th>Index 2</th>
<th>Index 3</th>
<th>Index 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Achievement (Target Score=60)</td>
<td>67</td>
<td>39</td>
<td>34</td>
</tr>
<tr>
<td>Student Progress (Target Score=30)</td>
<td>50</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>Closing Performance Gaps (Target Score=10)</td>
<td>50</td>
<td>15</td>
<td>10</td>
</tr>
<tr>
<td>Postsecondary Readiness (Target Score=10)</td>
<td>50</td>
<td>15</td>
<td>10</td>
</tr>
</tbody>
</table>

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: Middle School
Campus Size: 1,006 Students
Grade Span: 06 - 08
Percent Economically Disadvantaged: 78.1
Percent English Language Learners: 13.4
Mobility Rate: 15.4
Percent Served by Special Education: 13.0
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>Performance Rates</th>
<th>Participation Rates</th>
<th>Graduation Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>16 out of 30 = 53%</td>
<td>12 out of 12 = 100%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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Page 1
August 15, 2017
TEXAS EDUCATION AGENCY
2017 Accountability Summary
THURGOOD MARSHALL H S (079907012) - FORT BEND ISD

Accountability Rating
Met Standard

Distinction Designation
- Academic Achievement in ELA/Reading
  NO DISTINCTION EARNED
- Academic Achievement in Mathematics
  NO DISTINCTION EARNED
- Academic Achievement in Science
  NO DISTINCTION EARNED
- Academic Achievement in Social Studies
  NO DISTINCTION EARNED
- Top 25 Percent Student Progress
  NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps
  NO DISTINCTION EARNED
- Postsecondary Readiness
  NO DISTINCTION EARNED

Performance Index Report

<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>1,207</td>
<td>1,864</td>
<td>65</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>223</td>
<td>1,000</td>
<td>22</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>634</td>
<td>1,600</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>10.3</td>
<td>12.5</td>
<td>68</td>
</tr>
</tbody>
</table>

System Safeguards
Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>14 out of 23 = 61%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>9 out of 12 = 75%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>4 out of 5 = 80%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>27 out of 40 = 68%</strong></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

TEA | Academics | Performance Reporting | Page 1 | August 15, 2017
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 highest quartile within the region.

OR

The census tract has a median household income rate 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.

<table>
<thead>
<tr>
<th>public library (1 mile)</th>
<th>community, civic or service organization (1 mile)</th>
</tr>
</thead>
<tbody>
<tr>
<td>health-related facility (3 miles)</td>
<td></td>
</tr>
<tr>
<td>licensed center serving children (2 miles)</td>
<td></td>
</tr>
<tr>
<td>census tract with crime rate of ≤26 per 1k persons</td>
<td></td>
</tr>
<tr>
<td>university or community college (5 miles)</td>
<td></td>
</tr>
<tr>
<td>census tract with ≥27% associate degrees adults aged ≥21</td>
<td></td>
</tr>
<tr>
<td>outdoor recreation facility available to public (1 mile)</td>
<td></td>
</tr>
</tbody>
</table>

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.

| | |
| | |
| | |
| | |
| | |
| | |

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:

- No Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- No Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Yes 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;
- No 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;
- No 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.

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
- Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building.
- 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: 6 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):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is in a Rural Area.</td>
<td>0</td>
</tr>
<tr>
<td>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.</td>
<td>5</td>
</tr>
<tr>
<td>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.</td>
<td>6</td>
</tr>
<tr>
<td>No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Concerted Revitalization.</td>
<td>0</td>
</tr>
<tr>
<td>Application includes evidence that appropriate zoning will be in place at award.</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>5</td>
</tr>
</tbody>
</table>

5. **§11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).</td>
<td>0</td>
</tr>
</tbody>
</table>

10. **§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application meets all of the following requirements:</td>
<td>0</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>10</td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will close all financing on or before October 31, 2018.</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>
</tr>
<tr>
<td>Application includes evidence that appropriate zoning will be in place at award.</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>5</td>
</tr>
<tr>
<td>Requirement</td>
<td>Status</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>X Opportunity Index (Competitive HTC and Direct Loan Only)</td>
<td></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td></td>
</tr>
<tr>
<td>n/a 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>
<td></td>
</tr>
<tr>
<td>X Map(s) of Community Assets with Development, radius, and each asset labeled</td>
<td></td>
</tr>
<tr>
<td>X 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>
<td></td>
</tr>
<tr>
<td>X Print-out from DFPS website confirming daycare licensed to serve relevant age groups</td>
<td><a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp</a></td>
</tr>
<tr>
<td>X 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</td>
<td><a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a></td>
</tr>
<tr>
<td>X Print-out from THECB website confirming accreditation of university or community college</td>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td>X Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
<td></td>
</tr>
<tr>
<td>X 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>
<td></td>
</tr>
<tr>
<td>X Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
<td></td>
</tr>
<tr>
<td>n/a For Colonia:</td>
<td></td>
</tr>
<tr>
<td>n/a Evidence from Attorney General of Colonia boundaries; and</td>
<td></td>
</tr>
<tr>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
<td></td>
</tr>
<tr>
<td>n/a 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>
<td></td>
</tr>
<tr>
<td>n/a Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
<td></td>
</tr>
<tr>
<td>n/a For Economically Distressed Areas:</td>
<td></td>
</tr>
<tr>
<td>n/a A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
<td></td>
</tr>
<tr>
<td>n/a Map showing development site boundaries, relative to EDA boundaries.</td>
<td></td>
</tr>
<tr>
<td>n/a For other items:</td>
<td></td>
</tr>
<tr>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.</td>
<td></td>
</tr>
<tr>
<td>The Site Demographic Characteristics Report is posted on the Department's website at</td>
<td><a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td>X Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td></td>
</tr>
<tr>
<td>n/a Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
<td></td>
</tr>
<tr>
<td>n/a Map with all contiguous census tracts, if applicable</td>
<td></td>
</tr>
<tr>
<td>n/a Proximity to Urban Core (Competitive HTC Only)</td>
<td></td>
</tr>
<tr>
<td>n/a Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
<td></td>
</tr>
</tbody>
</table>
### Concerted Revitalization Plan (Competitive HTC Only)

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

**Rural:**
- n/a Current rent roll.
- n/a Evidence Development constructed 25 or more years prior to application (1992 or earlier).
- n/a Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG.
- n/a 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.
- n/a Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- n/a For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

### Declared Disaster Area:
- x 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
- x 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).
- x 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.
<table>
<thead>
<tr>
<th><strong>Item</strong></th>
<th><strong>Evidence/Description</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation from lender of the lenders’ critical path schedule</td>
<td>See attached letter from lender</td>
</tr>
<tr>
<td>Evidence from lender that the lenders’ third party reports have been</td>
<td></td>
</tr>
<tr>
<td>ordered</td>
<td></td>
</tr>
<tr>
<td>Signed architect contract</td>
<td>See attached architect contract</td>
</tr>
<tr>
<td>Critical path schedule with specific anticipated date for each</td>
<td>See attached schedule</td>
</tr>
<tr>
<td>milestone for site development and building permitting from the</td>
<td></td>
</tr>
<tr>
<td>architect of record</td>
<td></td>
</tr>
<tr>
<td>Permit-ready architectural plans</td>
<td></td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by</td>
<td></td>
</tr>
<tr>
<td>the appropriate permitting authority</td>
<td></td>
</tr>
<tr>
<td>Description from architect of record of current stage of architectural</td>
<td>See attached letter</td>
</tr>
<tr>
<td>plans</td>
<td></td>
</tr>
<tr>
<td>Evidence that site development permit application has been submitted</td>
<td></td>
</tr>
<tr>
<td>and received by the appropriate permitting authority</td>
<td></td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
<td>See attached schedule</td>
</tr>
<tr>
<td>Description of timing for construction permits</td>
<td>See attached schedule</td>
</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
<td>See attached letter regarding selection of contractor</td>
</tr>
<tr>
<td>Description of timing for execution of construction contracts</td>
<td>See attached schedule</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s)</td>
<td></td>
</tr>
<tr>
<td>has been issued per 2 CFR 200</td>
<td></td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s)</td>
<td></td>
</tr>
<tr>
<td>has been completed per 2 CFR 200</td>
<td></td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site</td>
<td></td>
</tr>
<tr>
<td>work, start of vertical construction, etc.</td>
<td></td>
</tr>
<tr>
<td>Project execution plan</td>
<td></td>
</tr>
<tr>
<td>Other (describe):</td>
<td>See attached Certification from Owner</td>
</tr>
</tbody>
</table>
Opportunity Index and Amenities Scoring List
The Miramonte – Fifth Street CDP; Stafford ETJ

1) Development site is located entirely within a census tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region and a median household income in the two highest quartiles within the uniform service region

2) Property Crime rate – 22.74 per 1,000 residents as reported on Neighborhood Scout which is less than the maximum of 26 per 1,000 persons

3) Education Attainment – 38.90% of adults aged 25 & older hold an associate’s degree as per the Site Demographics Report in Census Tract 48157671100.

AMENITIES

1 mile

4) Outdoor Recreation Facility (adjacent to site)
   Stamo Sports Complex, 1917 Moore Rd, Missouri City, TX 77489

5) Stafford City Park (.89 miles)
   3108 Fifth St., Stafford, TX 77477

6) Community, Civic or Service organization
   Living Waters Christian Church, 845 Staffordshire Rd, Stafford TX 77477 (.79 miles)
   St. Peters Malankara Catholic Church, 3135 5th Street, Stafford TX 77477 (.50 miles)

7) Public Library (.99 miles)
   Missouri City Public Library, 1530 Texas Pkwy, Missouri City TX 77489

2 mile

8) Licensed child care center (1.19 miles)
   Kinder Care, 1531 Texas Pkwy, Missouri City, TX 77489

3 mile

9) Health-related facility (2.33 miles)
   Signature Care Emergency Center, 3531 Main St., Stafford TX 77477

5 mile

10) Accredited university or community college
    Houston Community College Southwest Campus, 10041 Cash Rd, Stafford TX 77477
    a) Missouri City Campus .89 miles
    b) Stafford Campus 2.18 miles

was open 45 hours a week before it was closed for renovation. - bps
June 19, 2018

Mr. Ben Sheppard
Texas Department of Housing & Community Affairs
PO Box 13941
Austin, Texas 78711

RE: 18033 – 9% HTC Application Deficiency Notice 6/14/2018
Miramonte

Dear Ben,

We are in receipt of your Administrative Deficiency notice and respond as follows:

1. **Document the hours that the library was open before it closed for renovations and the hours of operation that will apply when it reopens.**

   The hours of operation for the Missouri City public library before it closed was 45 hours Monday through Saturday. It is unknown what the hours will be when reopened. See attached email from the Communications Specialist.

   We understand per the QAP a total of 50 hours or more is required in order to qualify for 1 point; however we listed the library to show the extent and quality of the amenities surrounding the property site location without the need for the opportunity point.

   The development currently still scores more than 7 points for the Opportunity Index without utilizing the library point.

2. **16 acre contract calls for acceptance by November 28, 2016. Explain the lapse to the December 2, 2017, date of the escrow receipt.**

   The acceptance date was erroneously included in the Commercial Contract – Unimproved Property for the 16-acre tract ("Contract") by the broker who prepared the Contract. The negotiations for the Contract were conducted in September 2017, so an acceptance date in November 2016 was obviously a mistake. Neither party noted the erroneous acceptance date, however, but agreed to terms on September 28, 2017 (the day after the offer was submitted to the seller). The parties placed the Contract into escrow on October 2, 2017, the acknowledged effective date (See page 13 of the 16-acre Contract. Please note that the December 8, 2017 Effective Date is for the 12-acre tract.) The parties further memorialized the Contract by execution of the First Amendment effective on January 4, 2018, where each of the two contracts was referenced and identified by its Effective Date.
Census Tract that has a poverty rate of less than the greater of 20% or the median poverty rate for the region and a median household income rate in the two highest quartiles within the uniform service region.
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
CENSUS TRACT WITH A PROPERTY CRIME RATE OF 26 PER 1,000 PERSONS OR LESS
property crime rate
MISSOURI CITY, TX (FIFTH STREET) CRIME

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(100 is safest)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Safer than 46% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>26</td>
<td>145</td>
<td>171</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>4.08</td>
<td><strong>22.74</strong></td>
<td>26.82</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

**VIOLENT CRIME INDEX**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(100 is safest)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Safer than 35% of U.S. neighborhoods.

**VIOLENT CRIME INDEX BY TYPE**

<table>
<thead>
<tr>
<th></th>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>43</td>
<td>40</td>
<td>24</td>
<td>42</td>
</tr>
</tbody>
</table>

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 245

In Fifth Street

1 IN 518

In Missouri City

1 IN 230

In Texas
CENSUS TRACT WITH 27% OR HIGHER ASSOCIATE'S DEGREE ADULTS AGED 25 AND OLDER
The educational attainment for the population 25 years and over data is from table S1501 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc Degree or Higher by Census tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>48157670300</td>
<td>Census Tract 6703, Fort Bend County, Texas</td>
<td>2376</td>
<td>729</td>
<td>30.68%</td>
</tr>
<tr>
<td>48157670400</td>
<td>Census Tract 6704, Fort Bend County, Texas</td>
<td>3222</td>
<td>1108</td>
<td>34.39%</td>
</tr>
<tr>
<td>48157670500</td>
<td>Census Tract 6705, Fort Bend County, Texas</td>
<td>2945</td>
<td>1238</td>
<td>42.04%</td>
</tr>
<tr>
<td>48157670601</td>
<td>Census Tract 6706.01, Fort Bend County, Texas</td>
<td>6320</td>
<td>2609</td>
<td>41.28%</td>
</tr>
<tr>
<td>48157670602</td>
<td>Census Tract 6706.02, Fort Bend County, Texas</td>
<td>1101</td>
<td>191</td>
<td>17.35%</td>
</tr>
<tr>
<td>48157670700</td>
<td>Census Tract 6707, Fort Bend County, Texas</td>
<td>3211</td>
<td>1527</td>
<td>47.56%</td>
</tr>
<tr>
<td>48157670800</td>
<td>Census Tract 6708, Fort Bend County, Texas</td>
<td>8826</td>
<td>3181</td>
<td>36.04%</td>
</tr>
<tr>
<td>48157670901</td>
<td>Census Tract 6709.01, Fort Bend County, Texas</td>
<td>7740</td>
<td>4914</td>
<td>63.49%</td>
</tr>
<tr>
<td>48157670902</td>
<td>Census Tract 6709.02, Fort Bend County, Texas</td>
<td>3411</td>
<td>1533</td>
<td>44.94%</td>
</tr>
<tr>
<td>48157671001</td>
<td>Census Tract 6710.01, Fort Bend County, Texas</td>
<td>4305</td>
<td>2691</td>
<td>62.51%</td>
</tr>
<tr>
<td>48157671002</td>
<td>Census Tract 6710.02, Fort Bend County, Texas</td>
<td>4518</td>
<td>1642</td>
<td>36.38%</td>
</tr>
<tr>
<td>48157671100</td>
<td>Census Tract 6711, Fort Bend County, Texas</td>
<td>5367</td>
<td>2088</td>
<td>38.90%</td>
</tr>
</tbody>
</table>
OUTDOOR, DEDICATED & PERMANENT RECREATION FACILITY

1) Stamo Park

2) Stafford City Park
STA-MO SPORTS COMPLEX

1917 Moore Rd.
Missouri City, TX 77489

Park Overview
This 28.6-acre park includes multiple baseball and softball fields, as well as restrooms and concession stands.

Amenities

- 21 bleachers
- 8 picnic tables
- 5 lighted baseball fields
- 2 unlighted baseball fields
- 4 lighted softball fields
- 4 security lights
- 1 batting cage
- 1 restroom facility
- 1 drinking fountain
- Ample parking (700 paved spaces)
- 2 concession stands
<table>
<thead>
<tr>
<th>Park Name</th>
<th>Acres</th>
<th>Amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vaccaro Manor Park</td>
<td>4.5</td>
<td>1/4 Mile Jogging Trail with Lights, Soccer / Open Play Fields, Playground Equipment, Pavilion, Picnic Tables, Water Fountain, Pet Waste Station, Sidewalks, Stretching Equipment</td>
</tr>
<tr>
<td>Gordon Fountain Lake Park</td>
<td>8.5</td>
<td>Pond, 1/2 Mile Jogging Trail with Lights, Playground Equipment, Picnic Tables, Benches, Stretching Equipment, Pavilion, Pet Waste Station, Water Fountain, Sidewalks</td>
</tr>
<tr>
<td>Stafford City Park</td>
<td>16</td>
<td>Pond, Softball / Baseball Fields, Covered Basketball Courts, Soccer / Open Play Fields, Playground Equipment, Pavilion, Picnic Tables, Benches, Water Fountain, Pet Waste Station</td>
</tr>
</tbody>
</table>
City Parks

The Parks Division manages all land the City of Stafford owns and operates including City Hall, Stafford Civic Center, Stafford Centre, the Stafford Cemetery and six parks. The parks total more than 30 acres. All parks include benches, picnic tables, water fountains and various amenities. Click Here to view a list of the available amenities in each park.

Use the interactive map below to find a park in the City of Stafford.
COMMUNITY, CIVIC OR SERVICE ORGANIZATION

1) Living Water Christian Church

2) St. Peters Malankara Catholic Church
Connect

We come together each week to know God and to make Him known. See how you can get connected with our church.
Worship

Every Sunday we gather for worship at church.

<table>
<thead>
<tr>
<th>Logos classes</th>
<th>Malayalam</th>
<th>English</th>
</tr>
</thead>
<tbody>
<tr>
<td>from 9:00 AM-</td>
<td>Worship from 9:45 AM to 11:00 AM</td>
<td>Worship from 11:00 AM - 12:00 PM</td>
</tr>
<tr>
<td>9:45 AM AM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prayer

We gather together Monday nights 7-9 PM in our community and Friday mornings 10 AM -12 PM at church to pray for the needs of others. If you're interested or need prayer please reach out to us at info@lwcc.cc.

Outreach

Every month we invest in meeting new people and sharing the love of Christ with them. During the summer we engage with our community and serve them through medical camps and other activities. Find out more.
Bible Study

Friday is the night where we bring our focus to study the Word of God from 7-9 PM at the church.

Missions

Living Waters Christian Church oversees mission work that is taking place in other parts of the world. Ask us about what God is doing through our church.

Youth Activities

Throughout the year we allow for the young kids in church to showcase their talent and grow in their area of gifting. We also take time to get away for a weekend as a group to have fun and to hear from God.
Fellowship

Our church is big on fellowship and we organize each year to have cook outs, picnics and a Thanksgiving meal together.
Who We Are

We are a Bible-based church where you can be exposed to God's word, share in the fellowship among believers, and grow in the grace and knowledge of Jesus Christ. We are located in Stafford, Texas, and it is our desire that we be a light in the darkness, a ray of hope to the hopeless, a source of comfort to the weary, and a safe haven to those who brave the storms of life. We are a growing church with a vision to
reach out to the community with the message of hope; a well rounded church that ministers and caters to the needs of all age groups.

Dr. Abraham Chacko  
Senior Pastor

Abraham Chacko Kaitholil is the senior pastor of the Living Waters Christian Church. He was born and raised in India. After completing his post graduate degree in Business Administration, he worked in the New Delhi offices of India Every Home Crusade and World Vision Of India. In 1984 he committed his life for full time Christian ministry. He then pursued his theological studies (BD, MTh, PhD). He taught at the Faith Theological Seminary

Joby Thomas  
Youth Pastor

Joby Thomas is the Youth Pastor of Living Waters Christian Church. Joby was born in India and was raised in the Bronx, New York. After graduating with a degree in Finance, he went on to complete his Masters of Divinity degree in Bible and Theology. He is married to Libby and they have 2 boys named Aaron and Judah. Apart from spending time with his family, Joby enjoys reading, listening to good sermons and rooting for his New York sports teams.
and also pastored churches in India till he came to USA in 1994 for his doctoral studies. As a teacher, preacher, pastor and writer, he has been serving the body of Christ for the last 30 plus years both in India and in the USA. His wife Susan is a Chaplain with the Memorial Hermann hospital. Susan along with their four children, Phoebe and Ruben Koshy, Sharon, Jacob and Ashely stand with him in serving the Lord.

FULL-GOSPEL:
God is for the total person - soul, mind,

SPRIT-FILLED:
God wants every believer to be filled with

BIBLE-
PREACHING:
We preach nothing but
body, and
spirit. He can
save our souls,
heal our minds
and bodies,
and fill our
spirits. He
offers total
deliverance for
the total
person and the
total family.
And...He still
works miracles
today! Now,
that's good
news!

His
Spirit...today. In
fact, we invite
God's Holy
Spirit to fill us –
to live, move,
and operate
through us –
every day. We
also invite His
presence and
power into
every service.
His anointing
lifts every
burden,
destroys every
yoke, and
empowers
every believer
to effectively
serve God.

the Word of
God. God has
not called our
church to
reach out with
personal
opinions,
motivational
thoughts, or
psychological
insights. We're
called to bring
the fullness of
the revelation,
truth, and
power found
only in the
Bible. Faith
comes only by
hearing the
Word of God
preached.
That's all you'll
hear at Living
Waters.
# What we believe

## Bible
We believe that the Bible is the inspired and infallible and authoritative written word of God.

## God
We believe that there is one God, eternally existent in three persons: God the Father, God the Son, and God the Holy Spirit.

## Jesus
We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death, in His Rapture.

## Rapture
We believe in the blessed hope - the rapture of the Church at Christ's coming.

## Repentence
We believe that the only means of being cleansed from sin is through repentance and faith in the precious blood of Christ.

## Regeneration
We believe that regeneration by the Holy Spirit is absolutely essential for personal power and salvation. glory to rule a thousand years.

http://www.lwcc.cc/who-we-are/
Water Baptism

We believe in water baptism by immersion. The redemptive work of Christ

Spirit Baptism

We believe in the baptism of Holy Spirit, according to Acts 2:4, is given to

Conduct

We believe in the sanctifying power of the Holy Spirit by whose indwelling the Christian is

Resurrection

We believe in the resurrection of both the saved and the lost, the one to everlasting life and the other to everlasting damnation.
Syro Malankara History

The mission of the Apostles and their successors planted the Church of Christ at various places. In divine providence (LG 23), the Indian Church was blessed to have an apostolic foundation in 52 AD through the evangelization mission of St. Thomas, one of the twelve Apostles of Jesus Christ. This Apostolic Church was in Catholic Communion from the early centuries. It came in contact with the Syro-Chaldean Church of the Middle East and consequently adopted the East Syrian Liturgy.

In the 10th century, this Apostolic Church came into direct relationship with the Western Church through the Portuguese missionaries. The Portuguese extended the Pacoado agreement in their evangelization program over India and wanted to bring the Indian Church of the St. Thomas Christians under this jurisdiction. The Church in India which was rooted in the sociocultural environment and which enjoyed autonomy in internal administration in communion with the Universal Church resisted the unwarranted intervention of the Portuguese who brought with them the Western ecclesiastical traditions. The Portuguese missionaries, ignorant of the Oriental traditions of the Indian Church, had the conviction that anything different from the Western Church was heathenism and heresy. Hence they wanted to liberalize the Syrian Christians of India. In 1599 Bishop Francis Roz (1599-1624) convoked a Synod at Dampier and imposed Latinization on the Apostolic Church of India. This was a blow to the identity of the Indian Church. However, the relation continued till the beginning of the second half of the 17th century. The Church of St. Thomas Christians could not withstand any more the denial of her autonomy. The initial resistance slowly gave way to discontentment, which ended up with the revolt in 1653 known as the 'Koonan Cross Oath'. Thus, the one Church of the St. Thomas Christians was split into two. A large majority of the broken-away-group hesitated to sever ties with Rome and they remained in communion with Rome, but, under the Latin Hierarchy. This group came to be called the Pachayakkottu.

Our Mission

We, the Malankara Catholic Community of St. Peter's Houston, built on the eternal foundation of Jesus Christ and His Apostles. We aspire to follow the example of Jesus Christ. We foster holiness by encouraging each other in our journey of faith. We seek the Kingdom of God as a Eucharistic community. We witness the presence of the living Christ by our profound hospitality, respect and love for all. We hope everyone in our parish is cared, connected, supported, and challenged in their daily walk with Christ.

We desire that this website increases your participation in our parish, as well as in the mission of the larger Church. Let us be filled with the Holy Spirit, strengthened and renewed in our commitment to God and one another, to serve as a light to the whole world!
Missouri City Branch Library Closed for Renovation
Jul 31, 2017 - Fall 2018

The Missouri City Branch Library is now closed. The library closed for renovations on July 31, 2017, and will remain closed until Fall 2018.

- During the period that the library is closed for renovations, books and other items that have been checked out from the Missouri City Branch Library may be returned to any of the nine branch libraries in the Fort Bend County library system.

- Children who are participating in the Summer Reading Club may pick up their rewards at any of the other library branches. The last day to pick up Summer Reading Club rewards is August 31.

- Items that have been requested and placed on hold for pick-up at the Missouri City Branch Library have been moved to the Sienna Branch Library. If you would like your item sent to a different branch, please call the Sienna Branch Library Circulation Department at 281-238-2900.

- Anyone needing meeting space is encouraged to reserve a room at one of Fort Bend County Libraries’ other branches in the area.

- Other libraries nearby include the Mamie George Branch Library (320 Dules Ave in Stafford), the First Colony Branch Library (2121 Austin Parkway in Sugar Land), and the Sugar Land Branch Library (550 Eldridge).

Click here for a map of our locations.

Click here for our hours.

Renovation and expansion of the Missouri City Branch Library is the first phase of a $19.8-million bond referendum approved by voters in November 2015, which included $6.4 million for the Missouri City Branch Library project and $13.4 million for a new library to be built on the north side of the county.

Built in 1992, the Missouri City Branch Library was the fourth library built in the library system. The 18,462-square-foot library was the first of four new branches built with funds voted for in the 1989 bond election.

The current renovation and expansion project will include a 9,600-square-foot, 3-story addition to the existing library. The additional space will be used for a computer lab, study rooms, and meeting spaces.

"The area served by the Missouri City Branch Library has grown and changed considerably since the library was originally built," says Clara Russell, County Librarian. "When the library was first built, it was designed to meet the needs of the community at that time. No one could have imagined how much the digital age would change all of our lives. Use of electronic resources – such as computers, the Internet, WiFi, and circulation of digital ebooks and audiobooks – have all shown increases at the Missouri City Branch Library, so the addition of a Computer Lab will definitely help us meet those needs of our library patrons."

The library’s technology system will be upgraded to allow RFID (Radio Frequency Identification) capability, which will speed up the check-out/check-in of library materials. New RFID self-check stations will be installed in the adult and youth areas.

The renovation will also include an expansion of the library’s Meeting Room space, which is used for library programs and community gatherings. "Our adult and teen programs have really seen an increase in attendance, so the additional space being added to that room will be very helpful for all of our programs," says Russell.

"We want to remind everyone that they still have access to many library resources online 24/7," said Clara Russell, Library Director. "The library’s resources that can be accessed through our website – such as the databases, Homework Help, Ask-a-Librarian chat, Cloud Library and OverDrive ebooks, hoopla movies and music, and other online services – will still be available from any computer outside the library that has an Internet connection."

For more information, call the library system’s Public Information Office at 281-633-4734.
June 19, 2018

Mr. Ben Sheppard  
Texas Department of Housing & Community Affairs  
PO Box 13941  
Austin, Texas 78711

RE: 18033 – 9% HTC Application Deficiency Notice 6/14/2018  
Miramonte

Dear Ben,

We are in receipt of your Administrative Deficiency notice and respond as follows:

1. Document the hours that the library was open before it closed for renovations and the hours of operation that will apply when it reopens.

   The hours of operation for the Missouri City public library before it closed was 45 hours Monday through Saturday. It is unknown what the hours will be when reopened. See attached email from the Communications Specialist. We understand per the QAP a total of 50 hours or more is required in order to qualify for 1 point; however we listed the library to show the extent and quality of the amenities surrounding the property site location without the need for the opportunity point.

   The development currently still scores more than 7 points for the Opportunity Index without utilizing the library point.

2. 16 acre contract calls for acceptance by November 28, 2016. Explain the lapse to the December 2, 2017, date of the escrow receipt.

   The acceptance date was erroneously included in the Commercial Contract – Unimproved Property for the 16-acre tract (“Contract”) by the broker who prepared the Contract. The negotiations for the Contract were conducted in September 2017, so an acceptance date in November 2016 was obviously a mistake. Neither party noted the erroneous acceptance date, however, but agreed to terms on September 28, 2017 (the day after the offer was submitted to the seller). The parties placed the Contract into escrow on October 2, 2017, the acknowledged effective date (See page 13 of the 16-acre Contract. Please note that the December 8, 2017 Effective Date is for the 12-acre tract.) The parties further memorialized the Contract by execution of the First Amendment effective on January 4, 2018, where each of the two contracts was referenced and identified by its Effective Date.
LICENSED DAY CARE CENTER

1) Kinder Care
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: 857984
Operation Type: Licensed Center
Program Provided: Child Care Program
Location Address: KinderCare Learning Center
                  1531 TEXAS PKWY
                  MISSOURI CITY, TX 77489
Mailing Address: 1531 TEXAS PKWY
                  MISSOURI CITY, TX 77489
Phone Number: 281-437-8906
County: FORT BEND
Website Address: www.kindercare.com
Email Address: astrong@klcorp.com
Administrator/Director Name: Ashley Strong
Type of Issuance: Full Permit
Issuance Date: 4/14/2006
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Days of Operation: Monday - Friday
Conditions on Permit: No
Hours of Operation: 06:00 AM-06:30 PM
Total Capacity: 205
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
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

2/16/2018, 10:39 AM
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:

  8 - Inspections
  0 - Assessments
  3 - Self Reported Incidents
  1 - 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, 1173 standards were evaluated for compliance at this operation.

- Of the standards evaluated 18 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:

  0 were weighted as High
  9 were weighted as Medium - High
  9 were 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
HEALTH-RELATED FACILITY

1) Signature Care Emergency Center
Emergency Room in Stafford TX 281-816-3450

Visit SignatureCare Stafford Emergency Center Now Open!

Stafford Emergency Room

Our Emergency Rooms are all open 24/7 and we accept most major forms of insurance.

Tel: 281-816-3450

Our Emergency Rooms are all open 24/7 and we accept most major forms of insurance.

SignatureCare Emergency Center – Stafford

Get Social with Stafford Now Open

Emergency Room – Stafford, TX
SignatureCare Emergency Center - Stafford

GET DIRECTIONS
Address: 3531 S. Main
St. Stafford, TX 77477
Tel: 281-816-3450

SignatureCare Emergency Center's newest location is now open in Stafford, TX. Find the closest emergency room on our website. Our Stafford ER is open 24 hours to treat medical emergencies for both adults and kids. When you need to visit the emergency room, time is of the essence. At SignatureCare you will always be seen by one of our board certified physicians. All of our emergency centers are staffed with board certified physicians. SignatureCare Emergency Center - located in Stafford, TX at 3531 S. Main St and provides emergency medical services to the residents in the Sugar Land, Alief, Richmond and Stafford communities.

Our Emergency rooms operate like a hospital ER, except we have little to no wait times, and you will always see a board-certified doctor.

Modern Medical Facility With Short Wait Times

SignatureCare Emergency Center is a freestanding emergency room that is open 24/7 every day of the year. Our ER is furnished with modern upscale fixtures, equipped with a medical lab, provides x-rays, CT scans and other imaging onsite. So you can be treated and diagnosed faster when you have a medical emergency.

SignatureCare Emergency Center is Your Best Choice for Emergency Care

There are many reasons to make SignatureCare Emergency Center your first choice for medical care. All our emergency centers are equipped with onsite laboratories and technologies that assist our board certified physicians in completing a comprehensive exam - with most tests being done while you wait for the results. This also means that patients in our emergency centers don’t have to search through a huge medical hospital or wait hours. They can access all of our medical services in one convenient emergency room.

Not Urgent Care but Emergency Care

Our ERs are not urgent cares - but we are freestanding emergency rooms and function exactly like a hospital based ER except without the long wait. Why wait for hours when you don’t have to? We have multiple locations to choose from. Call, Schedule to Walk in anytime 24 hours.

Our advanced medical services include:

SignatureCare ER Stafford Location

Directions To Our Stafford ER

From I-69 Texas

- Head Southwest on I-69
- Take Exit toward corporate DR/ US 90/ Stafford/ Sugar Land
- Merge onto U.S 59 Frontage Rd
- Turn Left toward US-90 ALT E
- Using Right Lane, Take the U.S 90 A E Ramp
- Merge on to US-90 Alt E
- Destination will be on the right

From Missouri City

- Head North Toward Highway 90 ALT
- Turn Right onto Highway 90 ALT
- Turn right onto Orchard St
- Turn right at the 1st cross street onto 3rd St
- Turn Right onto Blue Ridge Rd/ Farm-to-Market Rd 2234/ Texas Pkwy
- Use the left 2 lanes to turn left onto the US 90 Alternate W ramp
- Continue onto US-9c Alt W. Drive to Main St
- Merge onto US-90 ALT W
- Make a U-turn at Promenade BLVD – Destination will be on right

From Sugar Land

- Head East on US-90 Alt E toward Bay View Dr – Destination will be on right

http://ercare24.com/stafford/
- Onsite laboratory for fast test results
- Ambulance service in the Stafford and surrounding communities
- Wound care, trauma care, minor and major injury treatment
- Emergency Dental care when your dentist is closed. We treat infections and pain! 24 Hours a day.
- We accept most all insurance. Call if you have questions, schedule or check in online or simply walk in any time to any of our locations.

In the Austin Area? Visit our New South Austin Emergency Room. Now Open for residents of Austin, Round Rock, Pflugerville and Greater Austin Areas.

Check Out These Great Events at Our Stafford ER.

Get Directions to the closest emergency room

**UPCOMING EVENTS**

| DEC 16 | Girl Scouts of the USA – First Aid Patch |
|       | December 16 @ 10:00 am - 12:00 pm |
|       | Montrose Emergency Center Location |

Recent

- 3 Locations for CPR and First Response Training in Fort Bend County
  - November 21st, 2017
- What is Esophagitis and How Can it be Treated?
  - November 19th, 2017
- Things You Should Know About the 2017 Houston Flu Season
  - November 18th, 2017

Contact Us · Careers · Online Check-in · Investors/Physicians · SignatureCare Events

http://ercare24.com/stafford/
ACCREDITED UNIVERSITY OR COMMUNITY COLLEGE

Houston Community College operates 2 campuses within 3 miles of the proposed site, both of which are part of the HCC Southwest College, an accredited facility per Texas Higher Education Data.

The campuses are:

Missouri City Campus (.9 miles from site)

Stafford Campus (2.18 miles from site)
<table>
<thead>
<tr>
<th>Institution Name</th>
<th>System Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Administrative Officer</th>
<th>Administrative Officer Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo Community College - Northeast</td>
<td>Alamo Community College District</td>
<td>1201 Kitty Hawk Rd</td>
<td>Universal City</td>
<td>78148</td>
<td>Veronica Garcia</td>
<td>President</td>
</tr>
<tr>
<td>Lakeview College</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>Alamo Community College - Northwest</td>
<td>Alamo Community College District</td>
<td>3535 North Ellison Drive</td>
<td>San Antonio</td>
<td>78251</td>
<td>Ric Baser</td>
<td>President</td>
</tr>
<tr>
<td>Vista College</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Alamo Community College - Palo Alto</td>
<td>Alamo Community College District</td>
<td>1400 West Villaret Boulevard</td>
<td>San Antonio</td>
<td>78224</td>
<td>Ruben Michael &quot;Mike&quot; Flores</td>
<td>President</td>
</tr>
<tr>
<td>College</td>
<td></td>
<td></td>
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<td>Alamo Community College - San Antonio</td>
<td>Alamo Community College District</td>
<td>1300 San Pedro Avenue</td>
<td>San Antonio</td>
<td>78212</td>
<td>Robert Vela</td>
<td>President</td>
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<tr>
<td>College</td>
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<tr>
<td>Alamo Community College - St. Philip's</td>
<td>Alamo Community College District</td>
<td>1801 Martin Luther King Boulevard</td>
<td>San Antonio</td>
<td>78203</td>
<td>Adena Loston</td>
<td>President</td>
</tr>
<tr>
<td>College</td>
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<tr>
<td>Alamo Community College District</td>
<td>Alamo Community College District</td>
<td>201 West Sheridan</td>
<td>San Antonio</td>
<td>78204-1429</td>
<td>Bruce Leslie</td>
<td>Chancellor</td>
</tr>
<tr>
<td>Alvin Community College</td>
<td></td>
<td>3110 Mustang Road</td>
<td>Alvin</td>
<td>77511</td>
<td>Christal Albrecht</td>
<td>President</td>
</tr>
<tr>
<td>Amarillo College</td>
<td></td>
<td>P.O. Box 447</td>
<td>Amarillo</td>
<td>79179</td>
<td>Russell Lowery-Hart</td>
<td>President</td>
</tr>
<tr>
<td>Angelina College</td>
<td></td>
<td>3500 South First</td>
<td>Lufkin</td>
<td>75904</td>
<td>Michael Simon</td>
<td>President</td>
</tr>
<tr>
<td>Austin Community College</td>
<td></td>
<td>5930 Middle Fiskville Road</td>
<td>Austin</td>
<td>78752</td>
<td>Richard Rhodes, CEO</td>
<td>President/CEO</td>
</tr>
<tr>
<td>Blinn College</td>
<td></td>
<td>902 College Avenue</td>
<td>Brenham</td>
<td>77833</td>
<td>Mary Hensley</td>
<td>Chancellor</td>
</tr>
<tr>
<td>Brazosport College</td>
<td></td>
<td>500 College Drive</td>
<td>Lake Jackson</td>
<td>77566</td>
<td>Millicent Vake</td>
<td>President</td>
</tr>
<tr>
<td>Central Texas College</td>
<td></td>
<td>6200 West Central Texas Expwy</td>
<td>Killeen</td>
<td>76549</td>
<td>Jim Yeonopolous</td>
<td>Chancellor</td>
</tr>
<tr>
<td>Cisco College</td>
<td></td>
<td>101 College Heights</td>
<td>Cisco</td>
<td>76437</td>
<td>Thad Anglin</td>
<td>President</td>
</tr>
<tr>
<td>Clarendon College</td>
<td></td>
<td>1122 College Drive</td>
<td>Clarendon</td>
<td>79226</td>
<td>Robert Keith Riza</td>
<td>President/CEO</td>
</tr>
<tr>
<td>Coastal Bend College</td>
<td></td>
<td>3800 Charco Road</td>
<td>Beeville</td>
<td>78102</td>
<td>Beatriz T. Espinoza</td>
<td>President</td>
</tr>
<tr>
<td>College of the Mainland Community</td>
<td></td>
<td>1200 Amburn Road</td>
<td>Texas City</td>
<td>77591</td>
<td>Warren Nichols</td>
<td>President</td>
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<td>78801</td>
<td>Hector Gonzales</td>
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About Southwest College

Houston Community College's Southwest College has locations at the Applied Technology Center, Brays Oaks Campus, Challenge Early College High School, Gulfton Center, Gulfton Middle College High School, Missouri City Campus, Stafford Campus and West Loop Campus.

Campus Locations

Find a campus in your neighborhood.
Southwest College

CONTACT US

Brays Oaks Campus: 713.718.8600
Gulf Center: 713.718.7760
Missouri City Campus: 713.718.8407
Stafford Campus: 713.718.7800
West Loop Campus: 713.718.7868

5601 West Loop South, Houston, TX 77081

713.718.7868

Email Us [mailto:swlivechat@hccs.edu]
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<th>Learning Web</th>
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HCC is the official education partner of [http://www.hccs.edu/dynamo#](http://www.hccs.edu/dynamo#)


Select Language  Powered by Google Translate

http://www.hccs.edu/locations/southwest-college/
Missouri City Campus located in Missouri City

Jump start your future with fall classes at Missouri City Campus. Whether you want retake a class you dropped, get a head start on fall, save some money, or accelerate and earn your degree in less than 2 years, HCC is here to

http://www.hccs.edu/locations/southwest-college/missouri-city-campus/
The Missouri City Campus is comprised of the following campuses:

- Missouri City Campus

Missouri City Campus

1600 Texas Parkway, Missouri City, TX 77489

713.718.2900
Explore your options

Stafford Campus located in Stafford

HCC offers many programs designed to meet the needs of students according to their backgrounds and interests.

GET DIRECTIONS

CREDIT COURSES

http://www.hccs.edu/locations/southwest-college/stafford-campus/
The Stafford Campus is comprised of the following buildings:

**Stafford Campus**  
**Learning HUB**  
10041 Cash Road  
Stafford, TX 77477  
Front Desk Phone: 713.718.7800

**Stafford Campus**  
**Scarcella Science & Technology Center**  
10141 Cash Road  
Stafford, TX 77477  
Front Desk Phone: 713.718.7800

**Stafford Campus**  
**Workforce Building**  
13622 Stafford Road  
Stafford, Texas 77477  
Front Desk Phone: 713.718.7150

**Stafford Campus**  
**Fine Arts Building**  
9910 Cash Road  
Stafford, TX 77477  
Front Desk Phone: 713.718.7700
**Stafford Campus (main building)**

**LEARNING HUB**

10041 Cash Road, Stafford, TX 77477

📞 713.718.7800

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**HCC HOUSTON COMMUNITY COLLEGE**

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**Strategic Planning**

Our Vision

Strategic Plan 2019

Transformation

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**Institution**

Chancellor

Board of Trustees

Accreditation

Equal Opportunity Statement

Government Affairs

Campus Carry

Policies & Procedures

Transparency

Privacy Policy

Copyright

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**Work with HCC**

Bond Projects

Careers @ HCC

Give to HCC

Procurement

Report Website Issue

---

**Resources**

A-Z Site Map

Academic Dashboard

Accessibility

In Case of Emergency

Libraries

News

Support Services

Student Experience

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**College Links**

Academic Calendar

MyEagle

Catalog

Eagle Online (Canvas)

Learning Web

Social Media Streams

Student Sign-in

Student Life

---

HCC is the official education partner of

[http://www.hccs.edu/dynamo#]

[http://www.achievingthedream.org/#]

[http://www.hccs.edu/iOksb#]

[http://www-redesign.hccs.edu/hcc-in-the-community/partners#]

[http://www-redesign.hccs.edu/hcc-in-the-community/partners#]

Learn more about our partners ➤

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http://www.hccs.edu/locations/southwest-college/stafford-campus/
UNDERSERVED AREA

Census Tract 48157671100 does not have an existing assisted development
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

11.9(c)5 Evidence of underserved area
A census tract that does not have a Development that was awarded less than 30 yrs ago according to Department's inventory

### 2018 Qualified Census Tracts

<table>
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<tr>
<th>State</th>
<th>County</th>
<th>Full Tract Number</th>
<th>Full Tract Number</th>
<th>Status (2018)</th>
<th>Poverty Rate</th>
<th>Ratio of Tract Median Income to Tract Income Limit</th>
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<td>0.675</td>
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Click here for full screen map
| Year | Code | Type          | Address 1                     | Address 2 | City          | State | Zip   | Phone | Owner      | Address 1         | Address 2 | City          | State | Zip   | Phone | Owner      | Address 1         | Address 2 | City          | State | Zip   | Phone | Owner      |
|------|------|---------------|-------------------------------|-----------|---------------|-------|-------|-------|-----------|------------------|-----------|---------------|-------|-------|-------|-----------|------------------|-----------|---------------|-------|-------|-------|-----------|------------------|-----------|---------------|-------|-------|-------|-----------|
| 1991 | 1010 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1992 | 1020 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1993 | 1030 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1994 | 1040 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1995 | 1050 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1996 | 1060 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1997 | 1070 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1998 | 1080 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |
| 1999 | 1090 | School        | 520 S. Morris St.            |           | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 | 79109 | Amarillo      | TX     | 79109 | 806-2392 | General  | (806) 239-2392 | 48139212336 |

**Table Notes:**
- **Years:** 1990-1999
- **Type:** School
- **Address:** 520 S. Morris St., Amarillo, TX 79109
- **Phone:** 806-239-2392
- **Owner:** General
- **Zip Code:** 79109
- **City:** Amarillo
- **State:** TX

**Additional Notes:**
- This table represents a portion of a larger dataset, possibly for educational or research purposes.
- The table contains specific information about educational institutions with addresses, phone numbers, and other details.

**Extra Information:**
- **Urban-Rural Index:**
- **Education Attainment:**
- **2x units per capita:**
- **20% HTC Units:**
- **MSAs:**
- **County Codes:**
- **Property Inventory Nov 2017**

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**Excel Warning:**
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READINESS TO PROCEED

1) Applicant/Owner Letter
2) Letter from Lender
3) Letter from Architect
4) Letter of Intent from Contractor
5) Owner/Architect Contract
February 21, 2018

Marni Holloway
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711

RE: Applicant narrative and evidence summary regarding readiness to proceed §11.9 (c)(8)

Dear Marni,

On behalf of Applicant, please be advised that we fully understand the representation we make herein, including possible Board sanctions and penalties, and that as Applicant, we fully understand what is required in order to close all financing on or before October 31, 2018. We confirm that we can and will close this transaction on or before the October 31 deadline.

Over the past 22 years of continuous and active real estate development, the principals of the Applicant have successfully closed and developed 26 LIHTC communities administered by TDHCA. The principals of the Applicant have a demonstrated track record of performing, of delivering as promised and of having the financial means to ensure they can meet any closing deadline. TDHCA should have no concern of our ability to perform.

While we are providing this confirmation to evidence our ability to close, we point out that the level of information that can and that should be provided at a conceptual phase of an application is not relevant to what must ultimately be provided at the time of the closing certification. We respectfully suggest that what is relevant is what is provided with the closing certification. The path, timeline and documentation as to how we got to closing does not matter as long as we prove we closed on time.

With respect to various milestones and development status, we hereby inform you as follows:

1) Eligibility

The property is located in Fort Bend County which meets the eligibility for readiness points.

2) Evidence that the Applicant will close all financing on or before October 31, 2018

Please accept this narrative and summary along with the application attachments as evidence we can and will close by the deadline. As stated herein, we represent and confirm that we will close all financing on or before 10/31/18.

3) Evidence that the Applicant will fully execute the construction contract on or before October 31, 2018

We have included a letter of intent with Camden Builders, Inc. who will be awarded the construction contract subject to a successful allocation of housing tax credits. Applicant has a 20 year relationship with Camden as our contractor and we have no concern that the construction contract will not be executed prior to closing.

4) Evidence of appropriate zoning

One of the benefits and no risk of closing on time for this proposed application is its location in an area that does not have zoning. The site location is in the Stafford ETJ, an unincorporated area of Fort Bend
County, thus has no zoning jurisdictions. Please see typical application threshold items under Tab 8 confirming that zoning is not applicable.

5) **Lender Critical path schedule for underwriting including fee payments and third party reports**

Wells Fargo has provided their estimated timeline and critical path of underwriting with an assumed closing date two weeks prior to the closing deadline. Wells Fargo does not require payment of good faith deposits, application fees nor prepayment for third party reports from high valued clients. Affiliates of the Applicant have a long track record of closing transactions with Wells Fargo both as lender and equity provider. As outlined by the lender, there are no milestones that cannot be met in order to close on or before October 31, 2018.

6) **Signed architect contract, architect critical path schedule and current stage of plans**

As known by TDHCA, the principals of the Applicant are also the principals of the architectural firm. This unique relationship offers the Applicant the ability to control all aspects of the project design, the performance of the preparation of the construction documents, all of which are required for timely permit submission. This is an area that is unique to this development and one of the major reasons as to why this Applicant can meet any closing deadline because we are fully engaged with all design work without regard to financial risk other applicants may face if they begin full design work without confirmation their application will be awarded credits. Please see attachments from MGroup Architects regarding critical path schedule and current stage of plans.

7) **Timing of property acquisition and construction permits**

The property will be purchased on the same date that the financing will close. This is customary and common practice. We are anticipating closing on or before Oct 15, 2018 which is a cushion of two weeks before the ultimate deadline.

Unlike a major city like Houston where the construction permit process is currently taking 4-5 months for approval, the proposed site for this application is only subject to a Fire Marshall review of the building plans in order to have what is deemed the “Fort Bend County building permit”. We have worked extensively in the County and with the FB Fire Marshall and have no concerns that the entire approval from the Fire Marshall will not take more than 25 days. Our schedule contemplates over 45 days for permit. In addition, Fort Bend County and the City of Stafford will require a review and approval of the subdivision plat. This process will take approximately 3 months to complete once the plat documents are completed and submitted. We have allowed for this process in our timelines.

Sincerely,

**MIRAMONTE PARTNERS, LTD.**

Mark D. Musemeche
February 20, 2018

Mark Musemeche
MGroup Holdings, Inc.
Houston, Texas 77019

RE: The Miramonte – Financial Feasibility Letter

Dear Mr. Musemeche,

This letter will set out the Bank’s time commitment toward closing the financing for The Miramonte Apartments in Fort Bend County, Texas by October 31, 2018. In this regard the following is a list of steps that the bank has taken and will take toward facilitating the October 31, 2018 closing.

All statements below are subject to final underwriting, final due diligence and final approvals.

- The Bank is committed to the following timeline in order to assist in facilitating the October 31, 2018 closing.
  - Underwriting to begin August 1, 2018 and continues throughout the timeline till closing.
  - Bank does not charge application fees. Third party report fees are charged at closing.
  - Order third party reports no later than August 1, 2018.
  - Review of third party reports on or before September 15, 2018.
  - Approval to occur approximately on or before October 15, 2018.
  - Closing including purchasing the land to occur on or before and October 31, 2018.
Please do not hesitate to give me a call at (682) 316-1327 if I can be of further assistance.

Very Truly Yours,

[Signature]

Leslie Houston

Wells Fargo Bank N.A.

Community Lending & Investment
February 21, 2018

Miramonte Partners, Ltd.
1013 Van Buren
Houston, Texas 77019

RE: The Miramonte development timeline and project status

Gentlemen,

In connection with the above referenced project, we have prepared a development timeline covering the anticipated path for production and completion of the construction documents as well as the timeline to obtain building permits, platting approval, construction bidding and contract negotiation, all in order to meet a financing closing date on or before October 31, 2018.

With respect to the status of the construction documents, please be advised that the architectural portions of the plans are 90% complete as of this date. The engagement of the civil engineering, the structural and MEP engineering as well as landscaping discipline is targeted for April 1 with a completion date of May 1. Accordingly, we are anticipating the permit ready set of plans to be published May 1, 2018.

The following is our estimated timeline and critical path schedule for the project inclusive of design, permitting, bidding and contract award:

- **January 15, 2018 to May 1, 2018**
  - Construction document phase
- **May 1, 2018 to June 15, 2018**
  - Construction bidding phase
- **June 15, 2018 to July 15, 2018**
  - Construction contract negotiation and award submission of permit plans to County
- **May 15, 2018 to July 1, 2018**
  - Survey and field notes (completed)
- **January 15, 2018 to February 15, 2018**
  - Platting document preparation phase
- **April 1, 2018 to May 15, 2018**
  - Platting submission and final approval
- **May 15, 2018 – August 15, 2018**
  - Contingency period
- **August 15, 2018 to September 30, 2018**
  - Title and survey review and completed
- **October 1, 2018 to October 15, 2018**
  - Land closing
- **October 15, 2018**
  - Financing and tax credit equity closing
- **October 15, 2018**
  - Ground breaking and commencement of construction

MGroup + Architects, Inc.

Mark Musemeche, A.I.A

President
February 20, 2018

Mr. Bobby Rivers
Camden Builders, Inc.
11 Greenway Plaza #2400
Houston, Texas 77046

RE: The Miramonte TDHCA #18033
Letter of Intent for Construction Services

Dear Bobby,

We are proposing a new tax credit project “The Miramonte” to be developed in the ETJ of Stafford, Fort Bend County, Texas.

The owner Miramonte Partners, Ltd. has selected Camden Builders as the General Contractor for the construction of this development subject to a successful award of tax credits from the Texas Department of Housing & Community Affairs, a construction loan and tax credit equity closing with the lender on or about October 15, 2018 and a final negotiated contract in an amount not to exceed the lender approved budget amount.

Construction Documents will be available for bidding and contract negotiation on or before June 1, 2018.

If this letter is in agreement with your understanding, please sign below and return a copy to our office.

Sincerely,

MIRAMONTE PARTNERS, LTD.
MGroup Holdings, Inc

Mark D. Musemeche

Bobby Rivers
CAMDEN BUILDERS, INC.

Date: 2/21/2018
AGREEMENT made as of the 15th day of January in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Miramonte Partners, Ltd.
1013 Van Buren St. Houston, TX 77019
Telephone Number: 713-522-4141
Fax Number: 713-522-9775

and the Architect:
(Name, legal status, address and other information)

MGroup + Architects, Inc.
1013 Van Buren St, Houston, Texas 77019
Telephone Number: 17135224141
Fax Number: 713529775

for the following Project:
(Name, location and detailed description)

The Miramonte
Moore Rd, Fifth Street CDP, Stafford ETJ Tx 77477
New construction 124 units multifamily, 4-story building

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
**TABLE OF ARTICLES**

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**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:  
*State below Initial Information such as details of the Project’s site and program, Owner’s contractors and consultants, Architect’s consultants, Owner’s budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.*

The Miramonte, Tax credit project #18033  
Contractor: Camden Builders, Inc.  
Architect's Consultants:  
- Structural: Sterling Engineering Group  
- MEP: HGE Consulting, Inc.  
- Civil: Kelly R. Kaluza & Associates, Inc.  
- Landscape: Ed Wong  
Estimated cost of work: $15,500,000.00

§ 1.2 Check one box below to indicate whether the Owner will provide estimates of the Cost of the Work or whether the Architect will provide estimates of the Cost of the Work:

[ ] Owner-provided estimates  
[ X ] Architect-provided estimates

§ 1.3 The Owner’s anticipated dates for commencement of construction, Substantial Completion, and final completion of the Work are set forth below:  
:1 Commencement of construction date:

October 15, 2018
.2 Substantial Completion date:
   October 15, 2019

.3 Final completion date:
   October 15, 2019

§ 1.4 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
   (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)
   .1 General Liability
       $4,000,000 each occurrence
   .2 Automobile Liability
       NA
   .3 Workers’ Compensation
       NA
   .4 Professional Liability
       $1,000,000 per claim; $2,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Optional Services and Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and final completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.
§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services
§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

§ 3.5 Bidding or Negotiation Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
.3 organizing and conducting a pre-bid conference for prospective bidders;
.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors; and
.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 OPTIONAL SERVICES AND ADDITIONAL SERVICES
§ 4.1 Optional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Optional Services only if specifically designated in the table below as the Architect’s responsibility.

(Designate the Optional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<table>
<thead>
<tr>
<th>Optional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1 Programming (B202TM–2009)</td>
<td>Not Provided</td>
<td></td>
</tr>
</tbody>
</table>

Init.


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User Notes:
| § 4.1.2 | Multiple preliminary designs | Architect |
| § 4.1.3 | Measured drawings | Not Provided |
| § 4.1.4 | Existing facilities surveys | Not Provided |
| § 4.1.5 | Site Evaluation and Planning (B203™-2007) | Architect |
| § 4.1.6 | Building Information Modeling (E202™-2008) | Not Provided |
| § 4.1.7 | Civil engineering | Architect |
| § 4.1.8 | Landscape design | Architect |
| § 4.1.9 | Architectural Interior Design (B252™-2007) | Not Provided |
| § 4.1.10 | Value Analysis (B204™-2007) | Not Provided |
| § 4.1.11 | Detailed cost estimating | Not Provided |
| § 4.1.12 | On-site project representation (B207™-2008) | Architect |
| § 4.1.13 | Conformed construction documents | Not Provided |
| § 4.1.14 | As-designed record drawings | Not Provided |
| § 4.1.15 | As-constructed record drawings | Not Provided |
| § 4.1.16 | Post occupancy evaluation | Not Provided |
| § 4.1.17 | Facility Support Services (B210™-2007) | Not Provided |
| § 4.1.18 | Tenant-related services | Not Provided |
| § 4.1.19 | Coordination of Owner’s consultants | Architect |
| § 4.1.20 | Telecommunications/data design | Not Provided |
| § 4.1.21 | Security Evaluation and Planning (B206™-2007) | Not Provided |
| § 4.1.22 | Commissioning (B211™-2007) | Not Provided |
| § 4.1.23 | Extensive environmentally responsible design | Not Provided |
| § 4.1.24 | LEED® Certification (B214™-2012) | Not Provided |
| § 4.1.25 | Fast-track design services | Not Provided |
| § 4.1.26 | Historic Preservation (B205™-2007) | Not Provided |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™-2007) | Not Provided |

§ 4.2 Insert a description of each Optional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Civil Engineering and Landscape Design under Architect’s contract

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.2 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
2. When the Owner has provided cost estimating services, making revisions in Drawings, Specifications, or other documents pursuant to Section 6.6;
3. Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
4. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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User Notes:
.5 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

.6 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of bidders or persons providing proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Twenty-four (24) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner’s obligations under this Agreement.

§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies
related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, avenues, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.10 The Owner shall promptly notify the Architect of any direct communications between the Owner and the Contractor that may affect the Architect’s services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner, unless otherwise provided in Article 12, shall furnish all legal, accounting, planning, and other services and expenses required to prepare, present and process any application for governmental or private financing, mortgage insurance or subsidy.

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,
rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Section 5.2. Evaluations of the Owner’s budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work or from any estimate of the Cost of the Work agreed to by the Architect.

§ 6.3 If the Owner is providing cost estimating services, the estimate of the Cost of the Work shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions. The Owner shall provide estimates of the Cost of the Work at intervals agreed upon by the Owner and the Architect. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to inaccuracies or incompleteness in the Owner’s cost estimates. The Architect may review the estimates solely for the Architect’s guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If the Architect is preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget for the Cost of the Work. The Architect shall provide an initial estimate of the Cost of the Work at the conclusion of the Schematic Design Phase. The Architect shall update the estimate of the Cost of the Work at the conclusion of the Design Development and Construction Documents Phases.

§ 6.5 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

   .1 give written approval of an increase in the budget for the Cost of the Work;
   .2 authorize rebidding or renegotiating of the Project within a reasonable time;
   .3 terminate in accordance with Section 9.5;
   .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
   .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.4, the Architect, subject to Section 4.3, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.5.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.


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User Notes:
§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by bringing dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days.
from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.6.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the
§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION
§ 11.1 For the Architect’s Basic Services described under Article 3 and Optional Services described under Section 4.1, the Owner shall compensate the Architect as follows:
(Insert stipulated amount of compensation.)

Design: $313,000; Inspection: $75,000 TOTAL FEE: $388,000

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows regardless of whether federal funding or federally guaranteed insurance is available:
(Insert amount of, or basis for, compensation.)

§ 11.2.1 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 shall be the amount invoiced to the Architect plus ( %), or as otherwise stated below:

§ 11.3 Compensation for Basic and Optional Services is based on a stipulated sum. Unless otherwise indicated, compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>(       )%</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>(       )%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>(       )%</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>(       )%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>(       )%</td>
</tr>
</tbody>
</table>

| Total Basic Compensation | One hundred | percent ( ) | 100 | % |

§ 11.4 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and the Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate ($0.00)</th>
</tr>
</thead>
</table>

§ 11.5 Compensation for Reimbursable Expenses

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Optional, and Additional Services, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the Owner shall compensate the Architect as follows regardless of whether federal funding or federally guaranteed insurance is available. Compensation for Reimbursable Expenses shall be the expenses incurred by the Architect and the Architect's consultants plus ten (10%) of the expenses incurred.

§ 11.6 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.7 Payments to the Architect

§ 11.7.1 An initial payment of ($0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10%

§ 11.7.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.
ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:
   .1 AIA Document B108™-2009, Standard Form of Agreement Between Owner and Architect for a Federally Funded or Federally Insured Project
   .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

   .3 Other documents:
      (List other documents, if any, including additional scopes of service and agency-required documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)          ARCHITECT (Signature)
Laura Musemeche, representative          Mark Musemeche, President
(Printed name and title)          (Printed name and title)
TIE BREAKER 11.7(3) – Per 11.7(3) Site located in Fifth Street CDP – No existing HTC units per capita. See attached map from the Census Bureau website.

11.7(5) Greatest distance from the nearest housing tax credit assisted facility.

#99017 The Park at Fort Bend – 5,175 feet away to The Miramonte

#12092 The Huntington – 6,415 feet away to The Miramonte
FOR TIE BREAKER 11.7(3) - Site located in Fifth Street CDP
No Existing HTC units per capita
<table>
<thead>
<tr>
<th>Place Name</th>
<th>Place Population</th>
<th>All Place Pop.</th>
<th>All Unit Pop.</th>
<th>All Units Pli.</th>
<th>Place</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
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</tbody>
</table>
**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>
<tbody>
<tr>
<td>6.4</td>
<td>6.25</td>
<td></td>
<td>6.5</td>
</tr>
</tbody>
</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:**

   ESA & Site Control slightly larger due to timing before receipt of final survey. The ESA covers the entire proposed site & the Site Control was subject to final survey.

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):

   **Entity Name**
   Divine Farms LLC

   **Address**
   10100 East Freeway, #203

   **City**
   Houston

   **State**
   TX

   **Zip**
   77029

   **Date of Last Sale**
   3/11/2016

   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>Thompson Family Farm Ltd.</td>
<td>None</td>
</tr>
<tr>
<td>Divine Farms, LLC.</td>
<td>None</td>
</tr>
</tbody>
</table>

   **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:** 8/1/2018
   **Anticipated Closing Date:** 9/30/2018

   Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

3. **Site Control - §10.204(10)**
   **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: 

---
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

- **X** Site Control Documentation
- **X** Title Commitment or Policy
- 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.
FIRST AMENDMENT OF
TWO COMMERCIAL CONTRACTS – UNIMPROVED PROPERTY

This First Amendment (the “Amendment”), executed February 11, 2018, but to be effective as of January 4, 2018, serves to modify and amend (i) that certain Commercial Contract – Unimproved Property between Divine Farms as Seller and MGroup Holdings, Inc. as Buyer, Effective Date October 2, 2017, covering approximately 16 acres out of a 38.199 acres tract (out of a 52.5 acres tract) (“Contract A”); and (ii) that certain Commercial Contract – Unimproved Property between Divine Farms as Seller and MGroup Holdings, Inc. as Buyer, Effective Date December 8, 2017, covering approximately 12.4 acres out of 38.199 acres tract (out of a 52.5 acres tract)(“Contract B”); each in Fort Bend County, Texas, and collectively, the “Contracts.” All capitalized words not otherwise defined herein shall have the meanings provided in the Contracts.

Recitals

A. Divine Farms (“Seller”) and MGroup Holdings, Inc. (“Buyer”) entered into the Contracts for the purpose of providing Buyer with flexibility in establishing the exact location for three proposed 9% Housing Tax Credit developments: (i) a multifamily development to be known as “The Miramonte” (the “Multifamily Project” or “Tract 1”); (ii) a single family development to be known as “Miramonte Single Living” (the “Single Family Project” or “Tract 2”); and (iii) an elderly project to be developed by a third-party and to be known as “Huntington at Miramonte” (the “Elderly Project” or “Tract 3”).

B. Seller and Buyer acknowledge that an approximately 7 acre portion of the land covered by both the Contracts has been assigned to a third party, Oldham Goodwin Capital, LLC (“Assignee”), by Partial Assignment of Commercial Contracts – Unimproved Property dated as of January 4, 2018, for the purpose of developing the Elderly Project. The Assignee will acknowledge and join in the execution of this Amendment to evidence Assignee’s concurrence with this Amendment.

C. Buyer has now determined that the Multifamily Project shall be located on approximately 6.4 acres located as shown on Schedule 1 attached. The finalized location includes a portion of the land described in Contract A, a portion of the land described in Contract B, and additionally includes a portion of approximately 7.8 acres (the “Residue Tract”) that was not previously included in the Contracts. The purpose of this Amendment is to add the Residue Tract to the Contracts and to adjust the Purchase Price accordingly.

D. Buyer has now determined that the Single Family Project will be located on approximately 13.4 acres out of Contract A and Contract B, including a portion of the Residue Tract.

E. Buyer and Assignee have agreed that the Elderly Project being developed by the Assignee will be located on approximately 18 acres out of Contract A and Contract B, including a portion of the Residue Tract.
Amendments

1. The legal description for Contract B is hereby revised to include the Residue Tract, so that Contract B will hereafter cover approximately 19.9 acres in total.

2. The Purchase Prices in the Contracts are hereby amended to be as follows:
   
   (a) The Purchase Price to buy the Multifamily Project site shall be $3.25 per square foot, as confirmed by agreed survey, net of any dedications required along Moore Road.

   (b) The Purchase Price to buy the Single Family Project site shall be $2.25 per square foot, as confirmed by agreed survey, net of any dedications required along Moore Road.

   (c) The Purchase Price to buy the Elderly Project site shall be $1.95 per square foot, as confirmed by agreed survey, net of any dedications required along Moore Road.

3. The Contracts are amended to provide that the project sites must be purchased in the following combinations:

   (a) The Buyer may purchase the Multifamily Project Site, without the Single Family Project site or the Elderly Project site.

   (b) The Buyer may purchase the Multifamily Project Site and the Single Family Project site, without the Elderly Project Site.

   (c) The Buyer may purchase the Multifamily Project Site, the Single Family Site and the Elderly Site.

4. The Seller will retain a 10-foot fee drainage strip as shown on the survey.

5. Notwithstanding anything to the contrary contained in the Contracts or the Partial Assignment, and taking into consideration the requirements of Section 3 above, any termination under the Contracts shall be a termination of the right to purchase as it relates to Tract 1, Tract 2 or Tract 3, and shall not be based upon whether the right being terminated originated in Contract A or Contract B.

6. Notwithstanding anything to the contrary contained in the Contracts or the Partial Assignment, the $50,000.00 in Earnest Money previously escrowed with the Title Company shall be released to the Seller as follows. All Earnest Money is non-refundable upon release, but is applicable to the Purchase Price of the project indicated.

   (a) $5,000.00 has been already released upon execution of the Contracts.

   (b) On March 1, if the Contracts have not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller as follows:

         Tract 1 $3,500
Tract 2 $3,500
Tract 3 $3,500
Total earnest money released to seller as of March 1 is $15,500

(c) On April 1, if the Contracts have not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller as follows:

Tract 1 $3,500
Tract 2 $3,500
Tract 3 $3,500
Total Earnest Money released to Seller as of April 1 is $26,000

(d) On May 1, if the Contracts have not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller as follows:

Tract 1 $3,500
Tract 2 $3,500
Tract 3 $3,500
Total Earnest Money released to Seller as of May 1 is $36,500

(e) On June 1, if the Contracts have not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller as follows:

Tract 1 $4,500
Tract 2 $4,500
Tract 3 $4,500
Total Earnest Money released to Seller as of June 1 is $50,000

7. The Closing shall occur no later than September 30, 2018, provided that the Buyer shall have the option to extend the Closing to October 31, 2018, upon payment of a one-time $5000.00 closing extension fee prior to September 30, 2018.

8. Except as otherwise amended herein, the Contracts and the Partial Assignment shall remain in full force and effect.

Executed to be effective as of the date set forth above.
SCHEDULE 1

SKETCH OF PROJECT SITES
SELLER: DIVINE FARMS, LLC, a Texas limited liability company

By: THOMAS MATTHEW
Name: THOMAS MATTHEW
Title: GENERAL PARTNER

BUYER: MGROUP HOLDINGS, INC., a Texas corporation

By: Mark D. Musemeche, Vice President

JOINED BY ASSIGNEE TO EVIDENCE CONSENT:

OLDHAM GOODWIN CAPITAL, LLC, a Texas limited liability company

By: Casey M. Oldham, Manager
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Divine Farms
Address: 615 Overdell Dr, Sugar Land, TX 77479-2158
Phone: __________________ E-mail: __________________
Fax: __________________ Other: __________________

Buyer: Mgroup Holdings, Inc.
Mark Musemiche
Address: 1013 Van Buren St, Houston, TX 77019-4126
Phone: __________________ E-mail: __________________
Fax: __________________ Other: __________________

2. PROPERTY:
A. "Property" means that real property situated in Fort Bend County, Texas at MOORE RD (BETWEEN COURT RD & 5TH ST.) (address) and that is legally described on the attached Exhibit A or as follows: approx. 16 acres out of 38.199 ACRES TRACT (OUT OF A 52.5 ACRES TRACT)

B. Seller will sell and convey the Property together with:
   (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gors, and rights-of-way;
   (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
   (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addend im.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:
A. At or before closing, Buyer will pay the following sales price for the Property:
   (1) Cash portion payable by Buyer at closing .............................................. $1,359,072.60
   (2) Sum of all financing described in Paragraph 4 ........................................ $1,359,072.80
   (3) Sales price (sum of 3A(1) and 3A(2)) .................................................... $1,359,072.00

(TAR-1802) 1-1-16
Initiated for Identification by Seller __________________ and Buyer __________________
Dana Nguyen
Danny Nguyen Commercial, 9999 Bellaire Blvd, Ste 900 Houston, TX 77036
Phone: 713-270-8106 Fax: 13-523-4985
Deva Nguyen
Produced with zipForm® by ZipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com
Page 1 of 13
Theresa Mathew
B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $1.78 1.95 per:

☒ (i) square foot of total area

☐ (ii) acre of total area

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii)  

(c) If the sales price is adjusted by more than 30.000% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ ________________.

This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ ________________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $ ________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $25,000.00 as earnest money with ________________ (title company) at ________________ (address) ________________ (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ ________________ with the title company to be made part of the earnest money on or before:

☐ (i) ______ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) ________________

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

☐ (a) will not be amended or deleted from the title policy.
☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.

(3) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within __10__ days after the effective date:

☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer n/a _______________ (insert amount) of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller n/a _______________ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within __10__ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Commercial Contract - Unimproved Property concerning **MOORE RD (BETWEEN COURT RD & 5TH ST.)**

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer’s timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer’s failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer’s right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. **Present Condition:** Buyer accepts the Property in its present condition except that Seller, at Seller’s expense, will complete the following before closing:

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

B. **Feasibility Period:** Buyer may terminate this contract for any reason within [see special provision] days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

   [x] (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ [see special provision] that Seller will retain as independent consideration for Buyer’s unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

   [ ] (2) Not later than 3 days after the effective date, Buyer must pay Seller $ ________________ as independent consideration for Buyer’s right to terminate by tendering such amount to Seller or Seller’s agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. **Inspections, Studies, or Assessments:**

   (1) During the feasibility period, Buyer, at Buyer’s expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

   (2) Buyer must:

   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(TAR-1802) 1-1-16

Initiated for Identification by Seller __________ and Buyer __________

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Thomas Mather
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within ___10___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will pay in full on or before closing;
☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (d) copies of property tax statements for the Property for the previous 2 calendar years;
☐ (e) plats of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
☐ (g) ____________________________________________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
Commercial Contract - Unimproved Property concerning **MOORE RD (BETWEEN COURT RD & 5TH ST.**)**

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within **n/a** days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ___________________________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contain x in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any addition if information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. **BROKERS:**

A. The brokers to this sale are:

```
Principal Broker: **DN COMMERCIAL**
Danny Nguyen
Agent:
Address: **9999 Bellaire Ste. 909**
Houston TX 77036
Phone & Fax: (713) 270-5400
E-mail: dannynguyen@DNcommercial.net
License No.: ___________________________
```

```
Cooperating Broker: ___________________________
Agent: ___________________________
Address: ___________________________
Phone & Fax: ___________________________
E-mail: ___________________________
License No.: ___________________________
```

**Principal Broker:** (Check only one box.)
☑ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

**Cooperating Broker represents:** Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☑ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

```
Principal Broker a total cash fee of:
☐ % of the sales price.
☐ The cash fees will be paid in __________ Fort Bend County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
```

```
Cooperating Broker a total cash fee of:
☐ % of the sales price.
```

**NOTICE:** Chapter 62, Texas Property Code, authorizes a broker to secure in earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of
   (1) □ _______ days after the expiration of the feasibility period.
   □ ___________________________ (specific date).
   ✔ See special provision
   __________________________________________________________________________
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a □ general □ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax laws; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

See Addendum for Feasibility & Closing Condition

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.
15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☑ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply with the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
   1. any subsurface: structures, pits, waste, springs, or improvements;
   2. any pending or threatened litigation, condemnation, or assessment affecting the Property;
   3. any environmental hazards or conditions that materially affect the Property;
   4. whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
   5. whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
   6. any wetlands, as defined by federal or state law or regulation, on the Property;
   7. any threatened or endangered species or their habitat on the Property;
   8. any present or past infestation of wood-destroying insects in the Property's improvements;
   9. any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
   10. any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.
If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1915);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (8) Information About Brokerage Services (TAR-2501); and
☐ (9) 

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §31.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on **November 28, 2016**, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

**Seller:** Divine Farms

By: __________________________
By (signature): __________________________
Printed Name: **THOMAS MATTHEW**
Title: **PRESIDENT**

**Buyer:** Mgroup Holdings, Inc.

By: __________________________
By (signature): __________________________
Printed Name: **MARK MUSEMECH**
Title: __________________________

By: __________________________
By (signature): __________________________
Printed Name: __________________________
Title: __________________________
June 19, 2018

Mr. Ben Sheppard  
Texas Department of Housing & Community Affairs  
PO Box 13941  
Austin, Texas 78711

RE: 18033 – 9% HTC Application Deficiency Notice 6/14/2018  
Miramonte

Dear Ben,

We are in receipt of your Administrative Deficiency notice and respond as follows:

1. Document the hours that the library was open before it closed for renovations and the hours of operation that will apply when it reopens.

   The hours of operation for the Missouri City public library before it closed was 45 hours Monday through Saturday. It is unknown what the hours will be when reopened. See attached email from the Communications Specialist. We understand per the QAP a total of 50 hours or more is required in order to qualify for 1 point; however we listed the library to show the extent and quality of the amenities surrounding the property site location without the need for the opportunity point.

   The development currently still scores more than 7 points for the Opportunity Index without utilizing the library point.

2. 16 acre contract calls for acceptance by November 28, 2016. Explain the lapse to the December 2, 2017, date of the escrow receipt.

   The acceptance date was erroneously included in the Commercial Contract – Unimproved Property for the 16-acre tract (“Contract”) by the broker who prepared the Contract. The negotiations for the Contract were conducted in September 2017, so an acceptance date in November 2016 was obviously a mistake. Neither party noted the erroneous acceptance date, however, but agreed to terms on September 28, 2017 (the day after the offer was submitted to the seller). The parties placed the Contract into escrow on October 2, 2017, the acknowledged effective date (See page 13 of the 16-acre Contract. Please note that the December 8, 2017 Effective Date is for the 12-acre tract.) The parties further memorialized the Contract by execution of the First Amendment effective on January 4, 2018, where each of the two contracts was referenced and identified by its Effective Date.
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay ____________________________(Cooperating Broker) a
fee when the Principal Broker’s fee is received. The fee to be paid to Cooperating Broker will be:

□ $ ____________, or
□ __________% of the sales price, or
□ __________% of the Principal Broker’s fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker’s fee at closing.
This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: __________________________________________
Cooperating Broker: __________________________________________

By: ____________________________ By: ____________________________

ATTORNEYS

Seller’s attorney: __________________________________________
Address: __________________________________________
Phone & Fax: __________________________________________
E-mail: __________________________________________

Buyer’s attorney: __________________________________________
Address: __________________________________________
Phone & Fax: __________________________________________
E-mail: __________________________________________

Seller’s attorney requests copies of documents, notices, and other information:
□ the title company sends to Seller.
□ Buyer sends to Seller.

Buyer’s attorney requests copies of documents, notices, and other information:
□ the title company sends to Buyer.
□ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
X A. the contract on this day October 2, 2017 (effective date);
X B. earnest money in the amount of $ 25,000.00 in the form of wire transfer on October 2, 2017.

Title company: Texas State Title
By: ____________________________

Assigned file number (GF#): 1715722171

E-mail: csobieski@texasstatetitle.com
tclark@texasstatetitle.com

Address: 8807 W Sam Houston Pkwy N, Suite 150
Houston, Texas 77040
Phone & Fax: 281-640-7667
EXHIBIT B
SPECIAL PROVISIONS TO CONTRACT

This Exhibit B attaches to the Commercial Contract-Unimproved Property between Dine Farms Seller, and Mgroup Holdings, Inc., Buyer, covering the approximately 16 acres MOL out of 36199 acres on Moore Road, Stafford ETJ, Fort Bend, Texas.

A. EARNEST MONEY: Within three (3) business days after the deposit of a fully executed copy of this Agreement with Texas State Title Company, Attention: Cody Sobiesaki, 88-7 West Sam Houston Parkway North, Suite 150, Houston Texas, 77040; Telephone: (281) 60-7667 Email: csobiesaki@texasstatetitle.com (the “Title Company”), Buyer shall deposit with the Title Company the sum of $25,000 as earnest money for this transaction (the “Initial Earnest Money Installment”).

Within 3 days of receipt by the Title Company of the fully executed Commercial Contract, Buyer authorizes the Title Company to release to Seller $2,500 of the Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On March 1, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller $2,500 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On May 15, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller an additional $5,000 of initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On June 15, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller an additional $5,000 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On August 1, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller an additional $10,000 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

All Initial Earnest Money deposits and Additional Earnest Money Deposits shall be applicable to the Purchase Price.

B. CLOSING: The Closing (herein so called) shall occur no later than September 30, 2018 provided, however that Buyer shall have the option to extend Closing for up to three (3) thirty day periods by paying to Seller $5,000.00 in Closing Extension Money for each additional thirty day extension. Any Closing Extension Money shall be non-refundable to Buyer and shall not be applicable to Purchase Price.

C. REVIEW PERIOD: Buyer shall have from the Effective Date until August 1, 2018 (the “Review Period”) to, among other things (i) obtain and/or perform all property studies and investigations deemed
necessary or desirable by Buyer, (ii) verify availability of utilities for Buyer's use or development of the Property, (iii) determine any platting or re-platting requirements and zoning change requirements for the Property, and (v) obtain a commitment for financing Buyer's acquisition and development of the Property. If platting and a zoning change are necessary, Seller shall cooperate with Buyer with the necessary applications for the change. All costs associated with such applications shall be a Buyer's expense.

**D. Survey and adjustment**

Buyer at Buyer's sole expense will prepare a boundary survey of the Property to stand. As to meet Buyer's lender requirements. The Property will be sold based on a gross square foot basis at a rate of $1,75/sf, subject to final survey. Final adjustment to the total gross square footage of the Property shall be allowed upon completion of the survey in an amount not to exceed 30% of the 16 acres contemplated herein without further approval or consent of the parties. In the event the survey adjustment exceeds 30%, either party may terminate this agreement by providing notice of termination within 5 days of receipt of the Survey.

EXECUTED to be effective as of the Effective Date.

SELLER:

Divine Farms

By:  

Name: Thomas Mathew

Title: President

PURCHASER:

MGROUP Holdings, Inc.

By:  

Name: Mark Muscipulos

Title: Vice President

Receipt of a fully executed copy of this Agreement and of the Earnest Money specified in Article 5 of this Agreement is hereby acknowledged as of the date hereinafter set forth which date shall be the Effective Date of this Agreement.

Texas State Title

By: 

Name: Cody Sobieski

Title: President
1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

**Seller:** Divine Farms

Address: 615 Overell Dr, Sugar Land, TX 77479-2158  
Phone: __________________________ E-mail: __________________________  
Fax: __________________________ Other: __________________________

**Buyer:** Mgroup Holdings, Inc.  
Mark Musemche  
Address: 1013 Van Buren St, Houston, TX 77019-4126  
Phone: __________________________ E-mail: __________________________  
Fax: __________________________ Other: __________________________

2. **PROPERTY:**

A. "Property" means that real property situated in __________ County, Texas at  
MOORE RD (BETWEEN COURT RD & 5TH ST.)  
(address) and that is legally described on the attached Exhibit __________ or as follows:  
APPROX. 12.4 ACRES OUT OF 38.199 ACRES TRACT (OUT OF A 52.5 ACRES TRACT)

B. Seller will sell and convey the Property together with:

1. all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
2. Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
3. Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
(if mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

1. Cash portion payable by Buyer at closing .......................... $ 1,200,000.00
2. Sum of all financing described in Paragraph 4 .......................... $
3. Sales price (sum of 3A(1) and 3A(2)) .......................... $ 1,200,000.00
B. **Adjustment to Sales Price:** *(Check (1) or (2) only.)*

- [X] (1) The sales price will not be adjusted based on a survey.
- [ ] (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

  (a) The sales price is calculated on the basis of $________________________ per:
    - [ ] (i) square foot of [ ] total area [ ] net area.
    - [ ] (ii) acre of [ ] total area [ ] net area.
  
  (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
    - [ ] (i) public roadways;
    - [ ] (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
    - [ ] (iii) ________________________________

  (c) If the sales price is adjusted by more than ___30.000___% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ___5___ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- [ ] A. **Third Party Financing:** One or more third party loans in the total amount of $________________________.
  
  This contract:
  - [ ] (1) is not contingent upon Buyer obtaining third party financing.
  - [ ] (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

- [ ] B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property which balance at closing will be $________________________.

- [ ] C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $________________________.

5. **EARNEST MONEY:**

- [ ] A. Not later than 3 days after the effective date, Buyer must deposit $25,000.00 as earnest money with **Ridley National Title** (title company) at 9999 Bellaire Blvd. #988, Houston TX 77036 (address) __________________________ (closer).

  If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

- [ ] B. Buyer will deposit an additional amount of $n/a _______________ with the title company to be made part of the earnest money on or before:

  - [ ] (i) ___________ days after Buyer's right to terminate under Paragraph 7B expires; or
  - [ ] (ii) ________________________________

  Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   (a) will not be amended or deleted from the title policy.
   X (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within ______ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

X (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer n/a (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller n/a (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or lien that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Commercial Contract - Unimproved Property concerning **MOORE RD (BETWEEN COURT RD & 8TH ST.)**

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. **Present Condition**: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

B. **Feasibility Period**: Buyer may terminate this contract for any reason within **see special provision** days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

- [X] (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less **see special provision** that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- [ ] (2) Not later than 3 days after the effective date, Buyer must pay Seller $_________________________ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. **Inspections, Studies, or Assessments**:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) __________________________________________________________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations. Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(TAR-1802) 1-1-16
Initiated for Identification by Seller and Buyer, __________________________

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(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ____________________________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

   Principal Broker:  DN COMMERCIAL
   Danny Nguyen
   Agent: ________________________________
   Address: 9999 Bellaire Ste. 909
   Houston TX 77036
   Phone & Fax: (713)270-6400-
   E-mail: dannynguyen@DNCcommercial.net
   License No.: ________________________________

   Cooperating Broker: ________________________________
   Agent: ________________________________
   Address: ________________________________
   Phone & Fax: ________________________________
   E-mail: ________________________________
   License No.: ________________________________

   Principal Broker: (Check only one box.)  Cooperating Broker represents Buyer.
   □ represents Seller only.
   □ represents Buyer only.
   □ is an intermediary between Seller and Buyer.

   B. Fees: (Check only (1) or (2) below.)
   (Complete the Agreement Between Brokers on page 13 only if (1) is selected.)
   □ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

   □ (2) At the closing of this sale, Seller will pay:

   Principal Broker a total cash fee of: % of the sales price.
   Cooperating Broker a total cash fee of: % of the sales price.

   The cash fees will be paid in Fort Bend County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

   NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

   C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

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Thomas Mathew -
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ______ days after the expiration of the feasibility period.
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

   X See special provision

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller’s expense, a __ general X special warranty deed. The deed must include a vendor’s lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) Withhold from Seller’s proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Buyer agrees that front tract (this contract) could not be sold separately WITHOUT the back tract (the first Contract) being closed at the same time or earlier.

See Addendum for Feasibility & Closing Condition and joint Access

13. SALES EXPENSES:

A. Seller’s Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller’s loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer’s Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer’s lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller’s use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer’s use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.
15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney’s fees; and (iv) all costs of suit.

G. [ ] Seller [ ] Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller’s knowledge and belief: (Check only one box.)

[ ] A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

[ ] B. Except as otherwise provided in this contract, Seller is not aware of:

1. any subsurface: structures, pits, waste, springs, or improvements;
2. any pending or threatened litigation, condemnation, or assessment affecting the Property;
3. any environmental hazards or conditions that materially affect the Property;
4. whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
5. whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
6. any wetlands, as defined by federal or state law or regulation, on the Property;
7. any threatened or endangered species or their habitat on the Property;
8. any present or past infestation of wood-destroying insects in the Property’s improvements;
9. any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
10. any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

[ ] A. Seller also consents to receive any notices by e-mail at Seller’s e-mail address stated in Paragraph 1.

[ ] B. Buyer also consents to receive any notices by e-mail at Buyer’s e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.
Commercial Contract - Unimproved Property concerning **MOORE RD (BETWEEN COURT RD & 85TH ST.)**

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
   
   (1) Property Description Exhibit identified in Paragraph 2;
   
   (2) Commercial Contract Financing Addendum (TAR-1931);
   
   (3) Commercial Property Condition Statement (TAR-1408);
   
   (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   
   (5) Notice to Purchaser of Real Property in a Water District (MUD);
   
   (6) Addendum for Coastal Area Property (TAR-1915);
   
   (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   
   (8) Information About Brokerage Services (TAR-2501); and
   
   (9) ...

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. **Buyer** ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. **ADDITIONAL NOTICES:**

   A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

   B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

   C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the Property.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 4, 2017, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Divine Farms

By: Thomas Mathew
By (signature): 
Printed Name: Thomas Mathew
Title: General Partner

Buyer: Mgroup Holdings, Inc.

By: Mark Musemeche
By (signature): 
Printed Name: Mark Musemeche
Title: Vice President
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay __________________________ (Cooperating Broker) a fee when the Principal Broker’s fee is received. The fee to be paid to Cooperating Broker will be:

- $ ___________, or
- _________% of the sales price, or
- _________% of the Principal Broker’s fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker’s fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: __________________________

Cooperating Broker: __________________________

By: __________________________

By: __________________________

ATTORNEYS

Seller’s attorney: __________________________

Address: __________________________

Phone & Fax: __________________________

E-mail: __________________________

Seller’s attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer’s attorney: __________________________

Address: __________________________

Phone & Fax: __________________________

E-mail: __________________________

Buyer’s attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- the contract on this day December 8, 2017 (effective date); in the form of __________ wire

- earnest money in the amount of $ __________, on December 8, 2017

Title company: Fidelity National Title

By: Rosa Richards

Address: 9999 Bellaire Blvd Suite 988
Houston, TX 77036

Phone & Fax: 713-779-7779/713-779-1779

E-mail: closing@fidelity88.com

Assigned file number (GF#): FAH17009499
EXHIBIT B
SPECIAL PROVISIONS TO CONTRACT

This Exhibit B attaches to the Commercial Contract-Unimproved Property between Divine Farms Seller, and Mgroup Holdings, Inc., Buyer, covering the approximately 12 acres MOL out of 38.199 acres on Moore Road, Stafford ETJ, Fort Bend, Texas.

A. EARNEST MONEY: Within three (3) business days after the deposit of a fully executed copy of this Agreement with Texas State Title Company, Attention: Cody Sobiesaki, 8807 West Sam Houston Parkway North, Suite 150, Houston Texas, 77040; Telephone: (281) 640-7667 Email:csobiesaki@texasstatetitle.com (the “Title Company”), Buyer shall deposit with the Title Company the sum of $25,000 as earnest money for this transaction (the “Initial Earnest Money Installment”).

Within 3 days of receipt by the Title Company of the fully executed Commercial Contract, Buyer authorizes the Title Company to release to Seller $2,500 of the Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On March 1, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller $2,500 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On May 15, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller an additional $5,000 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On June 15, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller an additional $5,000 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

On August 1, 2018, if contract has not been previously terminated by Buyer, Buyer authorizes the Title Company to release to Seller an additional $10,000 of Initial Earnest Money. This portion of the Initial Earnest Money shall be non-refundable to Buyer.

All Initial Earnest Money deposits and Additional Earnest Money Deposits shall be applicable to the Purchase Price.

B. CLOSING: The Closing (herein so called) shall occur no later than September 30, 2018; provided, however that Buyer shall have the option to extend Closing for up to three (2) thirty day periods by paying to Seller $5,000.00 in Closing Extension Money for each additional thirty day extension. Any Closing Extension Money shall be nonrefundable to Buyer and shall not be applicable to purchase price.

C. REVIEW PERIOD: Buyer shall have from the Effective Date until August 1, 2018 (the “Review Period”) to, among other things (i) obtain and/or perform all property studies and investigations deemed
necessary or desirable by Buyer, (ii) verify availability of utilities for Buyer’s use or development of the Property, (iii) determine any platting or re-platting requirements and zoning change requirements for the Property, and (v) obtain a commitment for financing Buyer’s acquisition and development of the Property. If platting and a zoning change are necessary, Seller shall cooperate with Buyer with the necessary applications for the change. All costs associated with such applications shall be a Buyer’s expense.

EXECUTED to be effective as of the Effective Date.

SELLER:

Divine Farms

By: ____________________________________
Name: _________________________________
Title: _________________________________

PURCHASER:

MGROUP Holdings, Inc.

By: ____________________________________
Name: Mark Mustench
Title: Vice President

Receipt of a fully executed copy of this Agreement and of the Earnest Money specified in Article 5 of this Agreement is hereby acknowledged as of the date hereinafter set forth which date shall be the Effective Date of this Agreement.

Dated: December 8, 2017.

TITLE COMPANY:

By: Rosa Richards
Name: Rosa Richards
Title: Escrow Officer
necessary or desirable by Buyer, (ii) verify availability of utilities for Buyer's use or development of the Property, (iii) determine any platting or re-platting requirements and zoning change requirements for the Property, and (iv) obtain a commitment for financing Buyer's acquisition and development of the Property. If platting and a zoning change are necessary, Seller shall cooperate with Buyer with the necessary applications for the change. All costs associated with such applications shall be a Buyer's expense.

EXECUTED to be effective as of the Effective Date.

SELLER:

Divine Farms

By: [Signature]

Name: THOMAS MATHEW

Title: GENERAL PARTNER

PURCHASER:

MORQUE Holdings, Inc.

By: [Signature]

Name: MARK MUSTENCZE

Title: VICE PRESIDENT

Receipt of a fully executed copy of this Agreement and of the Earnest Money specified in Article 5 of this Agreement is hereby acknowledged as of the date hereinafter set forth which date shall be the Effective Date of this Agreement.


TITLE COMPANY:

By: ______________________

Name: ______________________

Title: ______________________
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Fidelity National Title Insurance Company

Commitment Number:

FAH17009395

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Fidelity National Title Insurance Company, a Florida 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.

Fidelity National Title Insurance Company

By:

[Signature]

President

Attest:

[Signature]

Secretary

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.
Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for limited use and distribution only. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) ONLY to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.
WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**
http://www.fbi.gov

**Internet Crime Complaint Center:**
http://www.ic3.gov
SCHEDULE A

Effective Date: February 15, 2018 at 8:00 AM
Commitment No.: FAH17009395-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: $859,960.00
      PROPOSED INSURED: Mgroup Holdings, Inc. and Assigns
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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:
   DIVINE FARMS, LLC, a Texas Limited Liability Company
SCHEDULE A
(continued)

4. Legal description of land:

A FIELD NOTE DESCRIPTION of a 6.2506 acre (272.275 square feet) tract of land in the William Neal Survey, Abstract No. 64, City of Stafford, Fort Bend County, Texas being out of a called 38.198 acre tract of land conveyed to Divine Farms, LLC, as recorded in Fort Bend County Clerk’s File No. 2016028544 and being a part of the original Julian Court called 32.5 acre tract of land recorded in Volume 112, Page 262 of the Fort Bend County Deed Records; said 6.2506 acre tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 1/2-inch iron pipe found in the right-of-way of Staffordshire Road (60 feet wide) for the southeast corner of Tract No. 4 out of the Tobe Lawson Estate, as recorded in Volume 349, Page 628 of the Fort Bend County Deed Records and for the southeast corner of an 8.929 acre tract of land conveyed to Thomas Oiyamkunnel and Jessie K. Mani, as recorded in Fort Bend County Clerk’s File No. 201412180;

THENCE, South 87° 06’ 51” West with the north line of a 13.744 acre tract of land conveyed to Vrindavan Resorts LLC, as recorded in Fort Bend County Clerk’s File No. 2017097918 and with the south line of said Tract No. 4 and said 8.929 acre tract, at a distance of 809.68 feet pass a point for the northeast corner of said 38.198 acre tract, and continuing with the north line of said 38.198 acre tract and with the south line of said Tract No. 4 and said 8.929 acre tract, at a distance of 933.54 feet pass a 5/8-inch iron rod found and continuing for a total distance of 1,247.34 feet to a 5/8-inch iron rod with cap stamped “1943/3439” found for the southwest corner of said Tract No. 4; from which a 5/8-inch iron rod found bears South 87° 16’ 21” West 3.13 feet;

THENCE, South 87° 16’ 21” West - 83.79 feet with the north line of said 38.198 acre tract to a point for the northeast corner and POINT OF BEGINNING of this tract;

THENCE, South 02° 43’ 39” East - 5.00 feet to a point for a southeast corner of this tract;

THENCE, South 87° 16’ 21” West - 956.47 feet to a point for an interior corner of this tract;

THENCE, South 02° 43’ 39” East - 358.68 feet to a point for an angle point of this tract;

THENCE, South 65° 34’ 13” West - 71.04 feet to a point for an angle point of this tract;

THENCE, South 87° 15’ 37” West, at a distance of 489.70 feet pass the east right-of-way line of Moore Road (called 50 feet wide) and continuing for a total distance of 101.46 feet to a point for the southwest corner of this tract;

THENCE, North 34° 27’ 49” West - 458.63 feet with a line in the right-of-way of said Moore Road being parallel and 15 feet east of the west line of said 38.198 acre tract to a point for the northwest corner of this tract;

THENCE, North 87° 16’ 21” East with the south line of the Tobe Lawson Estate, as recorded in Volume 349, Page 628 of the Fort Bend County Deed Records, at a distance of 11.76 feet pass a 5/8-inch iron rod with cap stamped “T.E. A.M.” set in the northeast right-of-way line of said Moore Road, continuing with said Tobe Lawson Estate and with the centerline of an existing drainage ditch, at a distance of 818.23 feet pass a 5/8-inch iron rod found in said drainage ditch for the west corner of Tract No. 3 of said Tobe Lawson Estate and continuing for a total distance of 1,765.18 feet to the POINT OF BEGINNING and containing 6.2506 acres (272.275 square feet) of land with 0.1053 acre being within the right-of-way of Moore Road, leaving a net area of 6.1453 acres of land.
SCHEDULE A
(continued)

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: FAH17009395
GF No.: FTH-51F-FAH17009395DL

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 2018 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 2018 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 parties in possession.

b. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

c. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument(s) recorded in Volume 230, Page 36 of the Deed Records of Fort Bend 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).

d. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument, recorded under Fort Bend County Clerk’s File No. 2015026544. 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).

e. 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.

f. 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.
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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

6. The Company will require closer review the following documents prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: DIVINE FARMS, LLC., a Texas Limited Liability Company
   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the...
SCHEDULE C
(continued)

7. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s): MGROUP HOLDINGS, INC.

8. The Company will require closer review the following documents prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: MGROUP HOLDINGS, INC.

a) A Copy of the corporation By-laws and Articles of Incorporation

b) An original or certified copy of a resolution authorizing the transaction contemplated herein

c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

9. 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:

The last Deed found of record affecting the Land was recorded March 16, 2016, under Fort Bend County Clerk's File No. 2016026544, wherein the grantee acquired the subject property.

Prior Deed found of record affecting the Land was recorded under Fort Bend County Clerk's File No. 2004147111.
SCHEDULE C
(continued)

10. 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).

11. 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.: FAH17009395
GF No.: FTH-51F-FAH17009395DL

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, Fidelity National 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 Louis Gravelle, Michael J. Nolan
   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:
   Fidelity National Title Agency, Inc.
   (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 Fidelity National Title Agency, Inc.
   (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: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC, which owns 100% of Fidelity National Title Agency, Inc.
   (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.
   Directors: Raymond Randall Quirk, Anthony John Park
   Officers: Darryl James Tyson (President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Joseph William Greathis (Executive Vice President), Richard Allen Jones (Vice President and Area 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$5,141.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$771.15</td>
</tr>
<tr>
<td>Total</td>
<td>$5,912.15</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>Dawn Lin of Dawn Lin &amp; Associates, P.C.</td>
<td>Closing Services</td>
</tr>
</tbody>
</table>

*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.
### Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). *Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.*

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Street Address**  
City

**Contact Name for Seller**  
Name of Seller Entity  
*Only list if owner has owned <36 mos.*

**Contact Name for Previous Seller**  
Name of Previous Seller Entity  
*Only list if owner has owned <36 mos.*

**Seller Address**  
City  
State  
Zip

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

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?**

**If yes above, describe relationship:**

**Contract includes more than one tract/lot. Address, legal description, and acreage are below.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>a. Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

**Contact Name for Seller**  
Name of Seller Entity  
*Only list if owner has owned <36 mos.*

**Contact Name for Previous Seller**  
Name of Previous Seller Entity  
*Only list if owner has owned <36 mos.*

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

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?**

**If yes above, describe relationship:**

**Contract includes more than one tract/lot. Address, legal description, and acreage are below.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>a. Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
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<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:  

---
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.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
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<table>
<thead>
<tr>
<th>Support Letter</th>
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<tr>
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<table>
<thead>
<tr>
<th>City Mayor</th>
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<table>
<thead>
<tr>
<th>County Judge</th>
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<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
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<tr>
<td></td>
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<th>Address</th>
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<th>City</th>
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<th>Zip</th>
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<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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<table>
<thead>
<tr>
<th>Address</th>
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<th>City</th>
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<thead>
<tr>
<th>Zip</th>
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</table>

** 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.
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

X 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
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<td>City</td>
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<td>Zip</td>
<td>Phone</td>
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<td>Fax or Email</td>
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<td>City</td>
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<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>Contact Name</th>
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<td></td>
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<tr>
<td>Address</td>
<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
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] 2/23/2018

Mark Musemeche  
Printed Name  
Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Texas  
Notary Public, State of  

5/26/2019  
My Commission expires  

Harris  
County of  

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 23 day of February, 2018

[Signature]

Notary Public Signature

OFELIA ELIZONDO  
My Commission Expires  
May 26, 2019
Development Narrative

1. The proposed Development is: [Check all that apply]
   - [ ] New Construction
   - [ ] and/or: [ ]
   (adaptive reuse select New Construction here and adaptive reuse in next box)

   Previous TDHCA # [ ] if applicable
   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:
   - [ ] General

   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.

   The Miramonte is proposed as a 124 unit, 4-story bulding serving the general population and located in the Fifth Street CDP, in Fort Bend County, Texas. The property will include a mix of one and two bedroom units on a 6 acre tract. The High Opportunity site is in close proximity to public parks, civic and religious organizations, public libraries as well as numerous retail and commercial uses.

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>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,286,253</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>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td>SH/SR</td>
<td></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? **No**

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.

- 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: [ ]
1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th>No. of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>124</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).
     - 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).
   - 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.
## 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

<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>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- 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] \([§13.6(e) \text{ and } (f)]\)

- 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 **Points Claimed:** 16
- Number of 30% Units used to score points under §11.9(c)(2) **CHECK YOUR MATH!**
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) **Points Claimed:** 16
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)

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 **Points Claimed:** 16
- Developments proposed in all other areas.

* 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. **Points Claimed:** 11
- 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; or **Points Claimed:** 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; or **Points Claimed:** 11
- At least 5% of all low-income Units at 30% or less of AMGI **Points Claimed:** 11

### 5. Tenant Services [Competitive HTC Applications and Direct Loan Applications] \([§11.9(c)(3) \text{ and } §13.6(6)]\)

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 **Points Claimed:** 0
- All other Developments. **Points Claimed:** 9
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** Applicat 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: **Beacon Bay**
- TDHCA #: **127**
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

**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

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

**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.

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

- The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
- Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
- Development only has units available that are restricted for persons with disabilities.
  A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is **not a disqualifying factor** for purposes of this scoring item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7.</strong> Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ Development is requesting Pre-Application Points.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>8.</strong> Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ Development will maintain a 35 year Affordability Period.</td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td><strong>9.</strong> Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Application requests points for Historic Preservation.</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>☐ At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>☐ Attached behind this tab are the THC letter and other documentation described above.</td>
<td>✓</td>
<td>0</td>
</tr>
<tr>
<td><strong>10.</strong> Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td>X</td>
<td>1</td>
</tr>
<tr>
<td><strong>11.</strong> Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.</td>
<td>X</td>
<td>1</td>
</tr>
</tbody>
</table>
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
the full authority and has been authorized by all of the Parties, Affiliates, or Associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

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.

**Environmental**

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

Mark D. Musemeehe

Printed Name

Vice-President, MGroup Holdings, Inc.

Title

2/23/2018

Date

The State of Texas

COUNTY OF Harris

Before me, a notary public, on this day personally appeared Mark D. Musemeehe, 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 23 day of February, 2018.

(Seal)

Notary Public Signature

OFELIA ELIZONDO

My Commission Expires May 26, 2019
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2017 Qualified Allocation Plan.

   **PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):
   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715I)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**
   - The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e., expiration will occur within two (2) calendar years of July 31, 2018). See §11.5(3)(E) and (F) of the 2018 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
   - The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2018), **AND** the mortgage is eligible for prepayment or has been prepaid.

   **PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:
   - Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); **OR**
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **AND**
   - Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
   - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority's plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:
   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
   - The Application proposes the same number of restricted units; **AND EITHER**
PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A.
The existing Property is expected to have or continue the following benefit:

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of funds is:

The annual amount of funds is:

The number of units receiving assistance:

The term of the contract or agreement is (date):

The expiration of the contract or agreement is (date):

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?
Are all the buildings currently under control by the Development Owner?  
If “No”, how many buildings are under control by the Development Owner?  
When will the remaining buildings be under control?  

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - Related Party  
   - Unrelated Party  

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - Determined with reference to Seller’s Basis  
   - Not Determined with reference to Seller’s Basis  

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
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3. **Lead Based Paint (Direct Loan Applications Only)**

Development constructed before January 1, 1978  

Check each of the following that applies [24 CFR 35.115]:  

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.  
- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.  
- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.  
- An inspection performed according to HUD standards found the property contained no lead-based paint.  
- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.  
- The rehabilitation will not disturb any painted surface.  
- The property has no bedrooms.  
- The property is currently vacant and will remain vacant until demolition.
**Occupied Developments**

Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided:

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

**AND**

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency.
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Section 811 PRA or Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

**Uniform Relocation Act (URA) Applicability for Section 811 PRA and Direct Loan Applications**

- Participation in the Section 811 PRA program is by way of the occupied Rehabilitation (including reconstruction or Adaptive Reuse) Development proposed in the Application.
- Participation in the Section 811 PRA program is by way of the New Construction Development proposed in the Application, and includes the demolition of an occupied structure (e.g. single family house or mobile home).
- Application includes a request for Direct Loan funding (except for Supportive Housing and Soft Repayment TCAP-RF only).

*(if none of the three boxes above is checked, you may skip the remainder of this section)*

Each of the following items, as applicable, is provided behind this tab:

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

**Relocation Certification for Section 811 PRA and Direct Loan Applications**

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Section 811 PRA program under (49 CFR Part 24); and for Direct Loans under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"); and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

---

**Signature of Applicant**

**Printed Name**

**Date**
Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>
Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]
(If development is scattered site, consult staff.)

- 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
  - 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

- Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
The Miramonte
February 2018
MGroup Architects and Development
Project Summary and statistics

Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1A</td>
<td>One bedroom/one bath</td>
<td>20</td>
<td>655 sf</td>
</tr>
<tr>
<td>A1</td>
<td>One bedroom/one bath</td>
<td>26</td>
<td>670 sf</td>
</tr>
<tr>
<td>A2</td>
<td>One bedroom/one bath</td>
<td>20</td>
<td>683 sf</td>
</tr>
<tr>
<td>A2HC</td>
<td>One bedroom/one bath ADA</td>
<td>4</td>
<td>683 sf</td>
</tr>
</tbody>
</table>

Building matrix and unit distribution:

Building Type I (single 4 story building)

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty.</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1A units</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>A1 units</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>A2 units</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>A2HC units</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Van accessible HC accessible</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Total A1A</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>B1 units</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>B1HC units</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>B2 two bedroom/two bath</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>B3 two bedroom/two bath</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>B4 two bedroom/two bath</td>
<td>54</td>
<td></td>
</tr>
<tr>
<td>B4HC two bedroom/two bath ADA</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>B4A two bedroom/two bath</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Total One bedroom Units</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>Total Two Bedroom Units</td>
<td>54</td>
<td></td>
</tr>
<tr>
<td>Total Apartments and Net rentable</td>
<td>124</td>
<td>98,409 sf</td>
</tr>
</tbody>
</table>

Common area and leasing

- Admin/leasing area: 918 sf
- Activity room/theatre: 1,567 sf
- Business center: 181 sf
- Clubroom/lobby: 465 sf
- Restrooms: 167 sf
- Fitness center: 497 sf
- Laundries: 536 sf
- Common area mech/utility/maintenance: 542 sf
- Total breezeways: 18,128 sf
- Total apartment unit patios and balconies: 1,823 sf
- Total project gross area: 123,233 sf

6.25 acres

No portion of the site is located with in the 100 year floodplain. Onsite detention is required and conceptual ponds are as shown on the site plan. No unusual easements or restrictions unless otherwise shown on site plan. The site is located in the ETJ of Stafford and therefore has no zoning jurisdiction.

The Miramonte February 2018

MGroup
The Miramonte
124 unit 4 story structure

15 carport spaces

Site plan - The Miramonte

property is located in Stafford ETJ thus has no zoning nor parking requirements.

186 open spaces (1.8 per unit)
35 carports
10 ho parking spaces
2 van accessible ho parking spaces
222 total parking spaces or 1.90 per unit and 1.90 per unit without charge to tenant.
The Miramonte
124 unit 4 story structure

Site plan - The Miramonte

property is located in Stafford ETJ thus has no zoning nor parking requirements
parking provided:
188 open spaces (1.5 per unit)
36 carports
10 hc parking spaces
3 van accessible hc parking spaces
222 total parking spaces or 1.8 per unit and 1.50 per unit without charge to tenant
see project summary sheet for site acreage and unit distribution
Exterior elevations - The Miramonte
Exterior elevations - The Miramonte
30% Masonry Veneer
20% Stucco
50% Cement Siding
UFD Flat Roofing System
10' Height First Floor
9' Height Floor Two Through Four

Exterior elevations - The Miramonte
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows S1 through S9.

**Specifications and Amenities (check all that apply)**

- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

**Development will have:**
- X Fire Sprinklers
- X Elevators
- 2 # of Elevators
- 2500 Wt. Capacity

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Free Paid
- Free Paid
- 36 Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- 186 Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

**Floor Composition/Wall Height:**
- 100% Carpet/Vinyl/Resilient Flooring
- 8" Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

---

<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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>670</td>
<td>26</td>
<td>17,420</td>
</tr>
<tr>
<td>A1a</td>
<td>1</td>
<td>1</td>
<td>655</td>
<td>20</td>
<td>13,100</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>683</td>
<td>24</td>
<td>16,392</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1</td>
<td>889</td>
<td>12</td>
<td>10,668</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>1</td>
<td>890</td>
<td>20</td>
<td>17,800</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>2</td>
<td>1,047</td>
<td>3</td>
<td>3,141</td>
</tr>
<tr>
<td>B4</td>
<td>2</td>
<td>2</td>
<td>1,027</td>
<td>16</td>
<td>16,432</td>
</tr>
<tr>
<td>B4A</td>
<td>2</td>
<td>2</td>
<td>1,152</td>
<td>3</td>
<td>3,456</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>124</td>
<td>98,409</td>
</tr>
</tbody>
</table>

**Net Rented Square Footage from Rent Schedule:**

- 98,409

**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) is:

- 6,200

The lesser of these two numbers added to NRA:

- Use this number to figure points under 11.9(e)(2)

- 98,409

If a revised form is submitted, date of submission:

-
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>124</td>
<td>5%</td>
<td>6.2</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>1/1(655;670;683)</td>
<td>70</td>
<td>5%</td>
<td>3.5</td>
<td>3.5</td>
<td>4</td>
</tr>
<tr>
<td>2/1(889);</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>2/2(890;1027;1047)</td>
<td>22</td>
<td>5%</td>
<td>1.1</td>
<td>1.1</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>124</td>
<td>6.2</td>
<td>6.2</td>
<td>7</td>
<td></td>
<td></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></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                  Firm Name (If applicable)

Date: 2.15.18
# 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>Hearing/Visual</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><strong>Unit Description</strong></td>
<td>124</td>
<td>2%</td>
<td>2.48</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1/1</td>
<td>70</td>
<td>2%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/1</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>22</td>
<td>2%</td>
<td>0.44</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2/2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>124</td>
<td>2.48</td>
<td>3.4</td>
<td>3</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>Hearing/Visual</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><strong>Unit Description</strong></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</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>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>68</td>
<td>1.36</td>
<td>3</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]

Date: [Signature]

MACK MUSEMARCE
Printed Name

NERAP+ARCHITECTS INC
Firm Name (If applicable)
**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:

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.**

Enter the total number of parking spaces.

Enter the parking type and the number of spaces in each, starting with the surface lot (*see the example*)

**make sure the totals match!**

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>0.837837838</td>
</tr>
<tr>
<td>Carports</td>
<td>0.162162162</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>222</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

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>11</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>9.2162162</td>
<td>9</td>
<td>2</td>
</tr>
<tr>
<td>Carports</td>
<td>1.7837838</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>11</td>
<td>11</td>
<td>3</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<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>1.77777778</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: 2/18/18

**Mark Musemeche**

Printed Name

**MCROUP+ ARCHITECTS**

Firm Name (if applicable)
## Rent Schedule

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”.

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

### Rent Designations (select from drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</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></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>655</td>
<td>3,275</td>
<td>402</td>
<td>47</td>
<td>355</td>
<td>1,775</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13</td>
<td>1</td>
<td>1.0</td>
<td>670</td>
<td>8,710</td>
<td>670</td>
<td>47</td>
<td>623</td>
<td>8,099</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13</td>
<td>1</td>
<td>1.0</td>
<td>670</td>
<td>8,710</td>
<td>804</td>
<td>47</td>
<td>757</td>
<td>9,841</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15</td>
<td>1</td>
<td>1.0</td>
<td>655</td>
<td>9,825</td>
<td>670</td>
<td>47</td>
<td>623</td>
<td>9,345</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>683</td>
<td>4,781</td>
<td>804</td>
<td>47</td>
<td>757</td>
<td>5,299</td>
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<tr>
<td>MR</td>
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<td></td>
<td></td>
<td></td>
<td>17</td>
<td>1</td>
<td>1.0</td>
<td>683</td>
<td>11,611</td>
<td>850</td>
<td>0</td>
<td>850</td>
<td>14,450</td>
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<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>1.0</td>
<td>889</td>
<td>3,556</td>
<td>483</td>
<td>55</td>
<td>428</td>
<td>1,712</td>
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<tr>
<td>TC 50%</td>
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<td>8</td>
<td>2</td>
<td>1.0</td>
<td>889</td>
<td>7,112</td>
<td>805</td>
<td>55</td>
<td>750</td>
<td>6,000</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
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<td>12</td>
<td>2</td>
<td>1.0</td>
<td>890</td>
<td>10,680</td>
<td>966</td>
<td>55</td>
<td>911</td>
<td>10,932</td>
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<tr>
<td>MR</td>
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<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>1.0</td>
<td>890</td>
<td>7,120</td>
<td>1,100</td>
<td>0</td>
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<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1047</td>
<td>3,141</td>
<td>1,125</td>
<td>0</td>
<td>1,125</td>
<td>3,375</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>2</td>
<td>2.0</td>
<td>1027</td>
<td>10,270</td>
<td>966</td>
<td>55</td>
<td>911</td>
<td>9,110</td>
</tr>
<tr>
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<td>1027</td>
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<td>7,200</td>
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<td>3,456</td>
<td>1,300</td>
<td>0</td>
<td>1,300</td>
<td>3,900</td>
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</table>

### RENT LIMITS

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<th>AMFI</th>
<th>%</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<td>-</td>
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</tr>
</tbody>
</table>

**TOTAL**

| 124 | 98,409 | 99,838 |

| Non Rental Income | $22,00 per unit/month for: late fees, vending, laundry | 2,728 |
| Non Rental Income | 7.26 per unit/month for: parking | 900 |
| Non Rental Income | 0.00 per unit/month | - |

**TOTAL NONRENTAL INCOME** | $29,26 |

**POTENTIAL GROSS MONTHLY INCOME** | $103,466 |

**Provision for Vacancy & Collection Loss** | % of Potential Gross Income: 7.50% (7,760) |

**Rental Concessions (enter as a negative number)** | Enter as a negative value |

**EFFECTIVE GROSS MONTHLY INCOME** | $95,706 |

**x 12 = EFFECTIVE GROSS ANNUAL INCOME** | $1,148,473 |

If a revised form is submitted, date of submission: [ ]

**Self Score Total:** 120
### Rent Schedule (Continued)

#### HOUSING TAX CREDITS

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>7%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
<td>29%</td>
</tr>
<tr>
<td>TC60%</td>
<td>48%</td>
<td>34%</td>
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<tr>
<td>HTC Li Total</td>
<td>87</td>
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<tr>
<td>EO</td>
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<td>0</td>
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<tr>
<td>MR</td>
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<td>37</td>
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<tr>
<td>MR Total</td>
<td>37</td>
<td>37</td>
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<tr>
<td>Total Units</td>
<td>124</td>
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#### MORTGAGE REVENUE BOND

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<tr>
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<th>% of Li</th>
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</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
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<tr>
<td>MRB50%</td>
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<tr>
<td>MRB60%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
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<tr>
<td>MRBM</td>
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</tr>
<tr>
<td>MRB Total</td>
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</table>

#### NATIONAL HOUSING TRUST FUND

<table>
<thead>
<tr>
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<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
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<td>0</td>
</tr>
<tr>
<td>HTF40%</td>
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<td>HTF50%</td>
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<tr>
<td>HTF60%</td>
<td>0</td>
<td>0</td>
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<tr>
<td>HTF80%</td>
<td>0</td>
<td>0</td>
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<tr>
<td>HTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
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</tbody>
</table>

#### DIRECT LOAN

<table>
<thead>
<tr>
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<th>% of Li</th>
<th>% of Total</th>
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<tbody>
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<td>Direct Loan Li Total</td>
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<tr>
<td>EO</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
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<td>MR Total</td>
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<tr>
<td>Direct Loan Total</td>
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</tbody>
</table>

#### OTHER

<table>
<thead>
<tr>
<th></th>
<th>Total OT Units</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

#### BEDROOMS

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<tr>
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<tbody>
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<td>70</td>
<td>70</td>
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<tr>
<td>2</td>
<td>54</td>
<td>54</td>
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</tr>
<tr>
<td>5</td>
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</tr>
</tbody>
</table>

### Cost Calculations

- **ACQUISITION + HARD**: $119.25
- **BUILDING**: $81.71

---

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.
### 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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Written local estimate</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12/11/2017</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Landlord</td>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<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>Tenant</td>
<td>Electric</td>
<td>$47</td>
<td>$55</td>
<td>$47</td>
<td>$55</td>
<td>$47</td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
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<td></td>
<td>$ -</td>
<td></td>
<td>$47</td>
<td>$55</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

[If a revised form is submitted, date of submission: ______________________]
January 12, 2018

Ofelia Elizondo
MGROUP
Houston, Texas
oelizondo@sbcglobal.net

RE:  2018 HTC Application – proposed site located in Fort Bend County, Texas

Dear Ms. Elizondo:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2018 Housing Tax Credit (“HTC”), located in Fort Bend, to calculate the utility allowance using the Written Local Estimate 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; and,
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.

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 written local estimate from Reliant dated December 11, 2017. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the Written Local Estimate 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) 475-2330, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Compliance Administrator
Miramonte (proposed tax credit project)
Moore Road (between Court Rd & 5th St)
Stafford ETJ, Texas 77477

December 11, 2017

RE: Utility Allowance Estimate

To Whom It May Concern:

In our opinion, as of this date, the monthly electricity charge estimates listed below would apply for the above noted property to-be-built within the service area of Reliant Energy.

<table>
<thead>
<tr>
<th>ELECTRIC ONLY – Utility Allowances</th>
<th>1BR</th>
<th>2BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$47.00</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

NOTES:

1. The above utility allowances are only an estimate.

2. The estimated cost of electricity is for a unit of similar size and construction for the geographic area in which the building containing the unit is located.

3. The above utility allowances, by bedroom type, apply to all building configurations on this property.

4. Estimates based on an "Energy Conservative Household" and other criteria as defined by the U.S. Department of Housing and Urban Development (HUD).

5. Estimates are for electric charges only and include costs for heating; cooking; other electric (lighting, etc.); air conditioning; monthly customer charge; applicable component deregulated charges, the Transmission and Distribution Service Provider (TDSP) charges.

Sincerely yours,

Joe Kaye, CAS
Director, Builder/Multi-Family Division
### ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General &amp; Administrative Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$15,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$14,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$0</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$7,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$8,000</td>
</tr>
<tr>
<td>Other training</td>
<td>$9,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$53,000</td>
</tr>
<tr>
<td><strong>Management Fee:</strong></td>
<td></td>
</tr>
<tr>
<td>Percent of Effective Gross Income:</td>
<td>3.48%</td>
</tr>
<tr>
<td><strong>Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td></td>
</tr>
<tr>
<td>Management</td>
<td>$101,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$56,000</td>
</tr>
<tr>
<td>Other</td>
<td>$49,000</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$201,000</td>
</tr>
<tr>
<td><strong>Repairs &amp; Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>Elevator</td>
<td>$10,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$9,000</td>
</tr>
<tr>
<td>Grounds</td>
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</tr>
<tr>
<td>Make-ready</td>
<td>$20,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$18,000</td>
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<tr>
<td>Pool</td>
<td>$12,000</td>
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<tr>
<td>Other</td>
<td>$0</td>
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<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
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<tr>
<td><strong>Utilities (Enter Only Property Paid Expense)</strong></td>
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<td>Trash</td>
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<td>Water/Sewer</td>
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<td>Other</td>
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<td><strong>Total Utilities:</strong></td>
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<td><strong>Annual Property Insurance:</strong></td>
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<tr>
<td>Rate per net rentable square foot:</td>
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<td><strong>Total Annual Property Insurance:</strong></td>
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<td>Published Capitalization Rate:</td>
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<td>Payments in Lieu of Taxes</td>
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<td><strong>Total Property Taxes:</strong></td>
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<tr>
<td><strong>Reserve for Replacements:</strong></td>
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<td>Annual reserves per unit</td>
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<td><strong>Total Other Expenses:</strong></td>
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<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
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<tr>
<td>Expense per unit</td>
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<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td>55.18%</td>
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<tr>
<td><strong>NET OPERATING INCOME</strong></td>
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<tr>
<td>(before debt service)</td>
<td>$514,718</td>
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<tr>
<td><strong>Annual Debt Service</strong></td>
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<tr>
<td>Wells Fargo</td>
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<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE</strong></td>
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<tr>
<td>Debt Coverage Ratio:</td>
<td>1.22</td>
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<tr>
<td><strong>NET CASH FLOW</strong></td>
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If a revised form is submitted, date of submission: [ ]
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$15,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$14,000</td>
</tr>
<tr>
<td>Legal fees</td>
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<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
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<tr>
<td>Telephone</td>
<td>$8,000</td>
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<tr>
<td>Other</td>
<td>$9,000</td>
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<tr>
<td>Total General &amp; Administrative Expenses:</td>
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### Management Fee

<table>
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### Payroll, Payroll Tax & Employee Benefits

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<tbody>
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</tr>
<tr>
<td>Maintenance</td>
<td>$56,000</td>
</tr>
<tr>
<td>Other</td>
<td>$44,000</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$201,000</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$10,000</td>
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<tr>
<td>Exterminating</td>
<td>$9,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$26,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$20,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$18,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$12,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
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</tbody>
</table>

### Utilities

<table>
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<tr>
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<td>$13,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$10,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$12,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$44,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$79,000</td>
</tr>
</tbody>
</table>

### Annual Property Insurance

<table>
<thead>
<tr>
<th>Rate per net rentable square foot</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.37</td>
</tr>
<tr>
<td></td>
<td>$36,000</td>
</tr>
</tbody>
</table>

### Property Taxes

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$90,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td>Total Property Taxes:</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

### Reserve for Replacements

<table>
<thead>
<tr>
<th>Annual reserves per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td>$31,000</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$3,500</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$5,280</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$8,780</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Expense per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5111</td>
<td>$633,755</td>
</tr>
</tbody>
</table>

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$514,718</td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo</td>
<td>$422,700</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL DEBT SERVICE

<table>
<thead>
<tr>
<th>Debt Coverage Ratio</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.22</td>
<td>$422,700</td>
</tr>
</tbody>
</table>

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$92,018</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 6/5/2018
# 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 model during the pro forma 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>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,198,056</td>
<td>$1,222,017</td>
<td>$1,246,457</td>
<td>$1,271,387</td>
<td>$1,296,814</td>
<td>$1,431,788</td>
<td>$1,580,809</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$43,536</td>
<td>$44,407</td>
<td>$45,255</td>
<td>$46,201</td>
<td>$47,125</td>
<td>$52,030</td>
<td>$57,420</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,241,592</td>
<td>$1,266,424</td>
<td>$1,291,752</td>
<td>$1,317,587</td>
<td>$1,343,939</td>
<td>$1,483,817</td>
<td>$1,638,254</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($93,119)</td>
<td>($94,982)</td>
<td>($96,881)</td>
<td>($98,819)</td>
<td>($100,795)</td>
<td>($111,280)</td>
<td>($122,860)</td>
</tr>
<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>$1,148,473</td>
<td>$1,171,642</td>
<td>$1,194,871</td>
<td>$1,218,768</td>
<td>$1,243,144</td>
<td>$1,372,531</td>
<td>$1,515,385</td>
</tr>
</tbody>
</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>$53,000</td>
<td>$54,590</td>
<td>$56,228</td>
<td>$57,915</td>
<td>$59,652</td>
<td>$69,153</td>
<td>$80,617</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$39,975</td>
<td>$40,775</td>
<td>$41,590</td>
<td>$42,242</td>
<td>$43,270</td>
<td>$47,774</td>
<td>$52,746</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$201,000</td>
<td>$207,030</td>
<td>$213,241</td>
<td>$219,638</td>
<td>$226,227</td>
<td>$262,259</td>
<td>$304,031</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$95,000</td>
<td>$97,850</td>
<td>$100,786</td>
<td>$103,809</td>
<td>$106,923</td>
<td>$123,953</td>
<td>$143,696</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$23,000</td>
<td>$23,690</td>
<td>$24,401</td>
<td>$25,133</td>
<td>$25,887</td>
<td>$30,010</td>
<td>$34,790</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$56,000</td>
<td>$57,680</td>
<td>$59,410</td>
<td>$61,193</td>
<td>$63,028</td>
<td>$73,067</td>
<td>$84,705</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$90,000</td>
<td>$92,700</td>
<td>$95,481</td>
<td>$98,345</td>
<td>$101,296</td>
<td>$117,480</td>
<td>$136,133</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$31,000</td>
<td>$31,980</td>
<td>$32,888</td>
<td>$33,875</td>
<td>$34,915</td>
<td>$40,448</td>
<td>$46,860</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$8,780</td>
<td>$9,043</td>
<td>$9,315</td>
<td>$9,594</td>
<td>$9,882</td>
<td>$11,456</td>
<td>$13,281</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$633,756</td>
<td>$652,368</td>
<td>$671,531</td>
<td>$691,261</td>
<td>$711,575</td>
<td>$782,522</td>
<td>$950,892</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$514,718</td>
<td>$519,074</td>
<td>$523,340</td>
<td>$527,507</td>
<td>$531,569</td>
<td>$550,009</td>
<td>$564,494</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<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>First Deed of Trust: Annual Loan Payment</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</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>New Loan or Trust Annual Loan Payment</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>Other Annual Required Payment</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>Other Annual Required Payment</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>ANNUAL NET CASH FLOW</td>
<td>$92,018</td>
<td>$96,374</td>
<td>$100,640</td>
<td>$104,807</td>
<td>$108,869</td>
<td>$127,309</td>
<td>$141,794</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$92,018</td>
<td>$198,392</td>
<td>$299,031</td>
<td>$399,839</td>
<td>$502,707</td>
<td>$1,095,152</td>
<td>$1,755,308</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.02</td>
<td>1.21</td>
<td>1.24</td>
<td>1.26</td>
<td>1.28</td>
<td>1.30</td>
<td>1.32</td>
</tr>
</tbody>
</table>

By signing below, we are certifying that the above 15-year pro forma is consistent with the entering site assumption, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms and stated in the term sheet and mortgage commitment (subject to further diligence review). The debt service for each year must no less than 1.35 debt coverage ratio.

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: (828) 316-1327
Email: leslie.houston@wellstate.com

Printed Name: Leslie Houston
Date: 2/29/2018

Printed Name: Neal Beaton
Date: 2/20/18

If a revised form is submitted, date of submission: [ ]
### 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></th>
<th>A. 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>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Registered Engineer responsible for Budget Justification**

---

**Seal**

**Printed Name**

**Date**

If a revised form is submitted, date of submission:
# Site Work Cost Breakdown - Multi-Family Miramonte

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; **Off**
- 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 ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. 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>Detention</td>
<td>$208,000.00</td>
<td>1</td>
<td>$208,000.00</td>
<td></td>
<td></td>
<td>$208,000</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$150,000.00</td>
<td>1</td>
<td>$150,000.00</td>
<td></td>
<td></td>
<td>$150,000</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$30,000.00</td>
<td>1</td>
<td>$30,000.00</td>
<td></td>
<td></td>
<td>$30,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$61,000.00</td>
<td>1</td>
<td>$61,000.00</td>
<td></td>
<td></td>
<td>$61,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$50,000.00</td>
<td>1</td>
<td>$50,000.00</td>
<td></td>
<td></td>
<td>$50,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$500,000.00</td>
<td>1</td>
<td>$500,000.00</td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$442,000.00</td>
<td>1</td>
<td>$442,000.00</td>
<td></td>
<td></td>
<td>$442,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$4,000.00</td>
<td>1</td>
<td>$4,000.00</td>
<td></td>
<td></td>
<td>$4,000</td>
</tr>
<tr>
<td>Bumper stops, striping and signs</td>
<td>$12,000.00</td>
<td>1</td>
<td>$12,000.00</td>
<td></td>
<td></td>
<td>$12,000</td>
</tr>
<tr>
<td>Other (mobilization and clearing)</td>
<td>$47,000.00</td>
<td>1</td>
<td>$47,000.00</td>
<td></td>
<td></td>
<td>$47,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer
Christopher B. Argo
Printed Name

Date: 2/16/18

If a revised form is submitted, date of submission: _____________________________

The Miramonte

Seal

Christopher B. Argo
State of Texas Licensed Professional Engineer

95552
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:

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>869,990</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. 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>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$869,990</td>
<td>$0</td>
</tr>
</tbody>
</table>

| **OFF-SITES**                |            |                                |
| Off-site concrete            |            |                                |
| Storm drains & devices       |            |                                |
| Water & fire hydrants        |            |                                |
| Off-site utilities           |            |                                |
| Off-site paving              |            |                                |
| Off-site electrical          |            |                                |
| Other (specify) - see footnote 1 |          |                                |
| Other (specify) - see footnote 1 |          |                                |
| **Subtotal Off-Sites Cost**  | $0         | $0                              |

| **SITE WORK**                |            |                                |
| Demolition                   |            |                                |
| Asbestos Abatement (Demolition Only) | |                                |
| Detention                    | 208,000    | 208,000                         |
| Rough grading                | 150,000    | 150,000                         |
| Fine grading                 | 30,000     | 30,000                          |
| On-site concrete             | 61,000     | 61,000                          |
| On-site electrical           | 50,000     | 50,000                          |
| On-site paving               | 500,000    | 500,000                         |
| On-site utilities            | 442,000    | 442,000                         |
| Decorative masonry           |            |                                |
| Bumper stops, striping & signs | 12,000 | 12,000                          |
| mobilization and clearing    | 47,000     | 47,000                          |
| **Subtotal Site Work Cost**  | $1,500,000 | $0                              |

| **SITE AMENITIES**           |            |                                |
| Landscaping                  | 310,000    | 310,000                         |
| Pool and decking             | 225,000    | 225,000                         |
| Athletic court(s), playground(s) |          |                                |
| Fencing                      | 158,000    | 158,000                         |
| **Subtotal Site Amenities Cost** | $693,000 | $0                              |
### BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>741,000</td>
<td>741,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>490,000</td>
<td>490,000</td>
</tr>
<tr>
<td>Metals</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,797,538</td>
<td>1,797,538</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>275,000</td>
<td>275,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>429,000</td>
<td>429,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,310,000</td>
<td>1,310,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>77,000</td>
<td>77,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,238,000</td>
<td>1,238,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>808,000</td>
<td>808,000</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs
- Other (specify) - see footnote 1

#### Subtotal Building Costs

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,069,538</td>
<td>$8,040,538</td>
</tr>
</tbody>
</table>

#### Voluntary Eligible Building Costs (After 11.9(e)(2))*

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$77.94 psf</td>
<td>$7,669,997</td>
</tr>
</tbody>
</table>

### TOTAL BUILDING COSTS & SITE WORK

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,262,538</td>
<td>$9,862,997</td>
</tr>
</tbody>
</table>

### Contingency

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00%</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.71%</td>
<td>591,180</td>
</tr>
<tr>
<td>Field supervision</td>
<td>1.90%</td>
<td>197,060</td>
</tr>
<tr>
<td>Contractor profit</td>
<td>5.71%</td>
<td>591,180</td>
</tr>
</tbody>
</table>

### TOTAL CONTRACTOR FEES

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,435,355</td>
<td>$1,379,420</td>
</tr>
</tbody>
</table>

### TOTAL CONSTRUCTION CONTRACT

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,210,520</td>
<td>$11,735,067</td>
</tr>
</tbody>
</table>

*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.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>313,000</td>
<td>313,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>212,000</td>
<td>212,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>68,000</td>
<td>68,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>9,500</td>
<td>9,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>18,000</td>
<td>18,000</td>
</tr>
<tr>
<td>Survey</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>190,000</td>
<td>190,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic study</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFE</td>
<td>280,000</td>
<td>280,000</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td><strong>$1,593,500</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</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>678,000</td>
<td>565,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>113,000</td>
<td>113,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>145,000</td>
<td>145,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>27,000</td>
<td>27,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>App and underwriting fee</td>
<td>35,000</td>
<td>35,000</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>60,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<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>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</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>
### Other Financing Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>56,160</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>183,158</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>soft cost contingency</td>
<td>95,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $1,487,318

### Developer Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,200,000</td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: 14.71% $2,200,000

### Reserves

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>85,000</td>
</tr>
<tr>
<td>Operating</td>
<td>400,000</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: $485,000

### Total Housing Development Costs

<table>
<thead>
<tr>
<th>Total</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18,846,328</td>
<td></td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

**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**: $0 $16,704,641

**High Cost Area Adjustment (100% or 130%)**: 130%

**Total Adjusted Basis**: $0 $21,716,033

**Applicable Fraction**: 68.00%

**Total Qualified Basis**: $14,766,902 $0 $14,766,902

**Applicable Percentage**: 9.00%

**Credits Supported by Eligible Basis**: $1,329,021 $0 $1,329,021

(May be greater than actual request)

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.*

**Requested Score for 11.9(e)(2)**: 12

**Name of contact for Cost Estimate**: Mark Musemeche

**Phone Number for Contact**: 713-522-4141

If a revised form is submitted, date of submission: 
### Summary of Sources and Uses

Throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

**Financing Participants Funding Description**

<table>
<thead>
<tr>
<th>Period</th>
<th>Lien Position</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -ization</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds**

- **Wells Fargo**
  - Conventional Loan: $11,300,000, 5.00%
  - Mortgage Revenue Bond: $0, 0.00%

- **Third Party Equity**
  - HTC: $1,286,253
  - Wells Fargo: $7,545,828

- **Grant**
  - Fort Bend Housing Finance Corp: $500
  - Local Government Grant: $500

- **Deferred Developer Fee**
  - Mgroup Holdings, Inc.: $757,468

- **Other**
  - Direct Loan Match

**Total Sources of Funds**: $18,846,328

**Total Uses of Funds**: $18,846,328
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).

See attached Financing Narrative

Describe the replacement reserves:

Replacement reserves are estimated at $250.00/unit per year per lender industry standards.

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:

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: Leslie Houston  
Printed Name: Leslie Houston  
Date: 2/20/2018

Telephone: 682-316-1327  
Email address: leslie.houston@wellsfargo.com

If a revised form is submitted, date of submission:
The financing plan for The Miramonte is as follows:

<table>
<thead>
<tr>
<th>Type of Loan</th>
<th>Approx. Amount</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan</td>
<td>$11,300,000</td>
<td>Wells Fargo</td>
</tr>
<tr>
<td>Permanent Loan</td>
<td>$6,000,000</td>
<td>Wells Fargo</td>
</tr>
<tr>
<td>Syndication Proceeds</td>
<td>$12,088,360</td>
<td>Wells Fargo</td>
</tr>
<tr>
<td>Grant</td>
<td>$500.00</td>
<td>Fort Bend Co. Housing Finance Corp</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$757,468</td>
<td>MGroup Holdings, Inc.</td>
</tr>
<tr>
<td>Deferred Reserves</td>
<td>$400,000</td>
<td>Miramonte Partners, Ltd.</td>
</tr>
</tbody>
</table>

Conventional Loans
The Huntington will receive a conventional/permanent loan from Wells Fargo in the amount of $6,000,000. This loan will provide for a fixed rate of 6.25% with a term of 35 year amortization and 18 year term.

At closing, Wells Fargo will provide for an interim construction loan in the amount of $11,300,000, fully recourse, and made available on a monthly draw basis to complete construction, bridge equity funding as well as to stabilize the development until permanent loan conversion.

Syndication Proceeds
Wells Fargo will provide the equity in the amount of $12,088,360 with installments at closing, during construction and at performance benchmarks.

The final installment will be funded at permanent loan closing to retire the interim loan and to fund the developer’s fee.

Local Political Subdivision Grant
We will receive a $500 grant from the Fort Bend County Housing Finance Corporation.

Deferred Developer Fee
The developer will defer approximately $757,468 which will be repaid out of cash flow over the first 5 years of operation.

Deferred Reserves
The project’s construction period budget includes a Rent-up Reserve of $85,000 to be used for interest carry and negative operating losses/expenses until the development has achieved breakeven and permanent loan conversion. The project will also have a restricted operating reserve account in the amount of $400,000 which is a requirement of the investor.
Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable) [§13.8(c)(5) and (6)]

Financial Capacity (10 TAC §13.8(c)(5))
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR

- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
Finance Scoring (for Competitive HTC Applications ONLY)

| Self Score Total: | 120 |

1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

**Fort Bend Housing Finance Corporation**

- [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.
- 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))

- [☐] 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 | 7.26% |
| HTC funding request as a percent of Total Housing Development Cost | 6.82% |

**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
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)
- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- X Evidence of Equity Financing (HTC applications only)
- 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)]
- Evidence of Rental Assistance/Subsidy
# 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 mode during the pro forma period should be attached to this exhibit.

## INCOME

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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>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,195,056</td>
<td>$1,222,017</td>
<td>$1,246,457</td>
<td>$1,271,387</td>
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<tr>
<td>Secondary Income</td>
<td>$43,586</td>
<td>$44,407</td>
<td>$45,295</td>
<td>$46,201</td>
<td>$47,125</td>
<td>$49,250</td>
<td>$51,545</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,238,642</td>
<td>$1,266,424</td>
<td>$1,291,752</td>
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<td>$1,343,939</td>
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<td>$0</td>
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<tr>
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<td>$1,148,473</td>
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## EXPENSES

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<tr>
<th>EXPENSE</th>
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<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$53,000</td>
<td>$54,590</td>
<td>$56,238</td>
<td>$57,915</td>
<td>$59,652</td>
<td>$61,453</td>
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<tr>
<td>Management Fee</td>
<td>$39,975</td>
<td>$40,775</td>
<td>$41,590</td>
<td>$42,242</td>
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<td>$43,174</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$201,000</td>
<td>$207,680</td>
<td>$213,241</td>
<td>$219,638</td>
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<td>Electric &amp; Gas Utilities</td>
<td>$23,000</td>
<td>$23,690</td>
<td>$24,401</td>
<td>$25,133</td>
<td>$25,887</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$56,000</td>
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<td>$61,192</td>
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<td>Annual Property Insurance Premiums</td>
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<td>Reserve for Replacements</td>
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<td>Other Expenses</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
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<tr>
<td>NET OPERATING INCOME</td>
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</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
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<tr>
<td>Total Annual Required Payment</td>
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<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
<td>$422,700</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$92,018</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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## Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Debt Coverage Ratio</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2.47</td>
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<td>2.24</td>
<td>2.18</td>
<td>2.12</td>
<td>2.08</td>
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</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 underwriting guidelines set forth herein. This pro forma is considered feasible pending further diligence review. The debt service for each year maintained between 1.15 debt coverage ratio. (Signature(s) require if using this pro forma for points under $110,060(10) relating to Financial Sensitivity)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: Leslie Houston
Phone: (612) 316-1327
Email: leslie.houston@wellsfargocom
Printed Name: Neal Beaton
Date: 2/20/2018
Date: 2/20/2018

If a revised form is submitted, date of submission:
TDHCA:

The attached 15-year pro forma was prepared by MGroup Holdings, Inc. for The Miramonte located in Fifth Street CDP, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Wells Fargo Bank’s 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 total operating expenses referenced above includes at least $2,000 annually for the coordination of tenant services to be provided for the affordable residents of the project.

Additionally, we have performed a preliminary review of the credit worthiness of MGroup Holdings, Inc. and its principals, Mark and Laura Musemeche. At this time, Wells Fargo Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Wells Fargo wishes to thank you for the opportunity to consider financing for this much needed housing development and we look forward to working with you on this transaction.

Please do not hesitate to give me a call at (682) 316-1327 if I can be of further assistance.

Very Truly Yours,

[Signature]

Leslie Houston

Wells Fargo Bank N.A.

Community Lending & Investment
February 15, 2018

Mark Museemeche
MGroup Holdings, Inc.
Houston, Texas 77019

RE: The Miramonte – Financial Feasibility Letter

Dear Mr. Museemeche,

Wells Fargo (the “Bank”) has been pleased with its relationship with MGroup and as a result would like to put forth the following proposal to provide the construction and permanent financing for The Miramonte Apartments, a LIHTC project to be located in the Fifth Street CDP, in Fort Bend County, TX. This letter is not a commitment to lend and is solely intended to provide a general outline upon which the Bank would provide the following facilities:

Summary of Terms

Borrower: MGroup Holdings, Inc.

Guaranty: Unlimited personal repayment and completion guaranty to be provided by Mark and Laura Museemeche

Permanent Loan shall carry standard non-recourse carve out guarantees to be provided by Mark and Laura Museemeche.

Project: The Miramonte Apartments, a 124 unit, LIHTC project to be located in Fifth Street CDP, Fort Bend County, TX.

Credit Facilities: A) Construction Loan of approximately $11,300,000

- Priced at a variable rate of 30 day LIBOR + 4.0%. Underwritten at a rate of 5.00%.
• Origination Fee of 1%

• The Construction Loan will have a **24 month term** with two 3 month extensions available. An Extension Fee equal to 0.25% of the outstanding principle amount is due upon the execution of the extension. Conditions to extend below:
  i. Lien free completion and C/O received
  ii. All earned equity installments received
  iii. Project must be 75% leased at WFB proforma rents
  iv. Interest reserve must be deemed adequate by Bank
  v. No condition of default as defined by loan agreement
  vi. No material adverse change in Interest only, payable monthly during construction period

• LTV not to exceed 75% during construction period based on rent-restricted stabilized value and appraised value of LIHTC’s. Appraisal report will be in a form and substance acceptable to the Bank.

• Repayment from equity and permanent proceeds upon stabilization

• The Construction Loan will be Interest only with payments required monthly. Repayment of the Construction Loan will come from equity and permanent proceeds upon stabilization.

**B) Wells Fargo will provide a Permanent Loan Commitment of approximately $6,000,000** or such other amount that is satisfactory to Wells Fargo and agreed to by Bank, borrower and tax credit investor prior to closing. Permanent Loan Commitment Amount is subject to full underwriting of rents and expenses and a minimum projected debt service coverage ratio (“DSCR”) equal to the greater of (i) 1.20x in the first stabilized year and (ii) such DSCR necessary in the first stabilized year to achieve a 1.10x DSCR through maturity based on inflationary trending determined by Bank. All rents will be underwritten to a market advantage of at least 10% for each unit type. Replacement reserves of not less than $250 per unit per year escalating by 3% per annum shall be required.

• The maximum Permanent Loan Amount shall not exceed 80% of the appraised value of the rental units based on the income restricted rents.

• The Permanent Loan Commitment shall be secured by a Delivery Assurance Note and Delivery Assurance Mortgage.

• Please note that the Bank reserves the right to assign the Permanent Loan and/or Permanent Loan Commitment to a third party at any time.
• Forward Commitment term of Twenty-Four (24) months, plus two 3-month extensions. The first 3-month extension will be at no cost and the second 3-month extension will require payment of a fee equal to 0.25% of the commitment amount.

• The Permanent Loan shall have a fixed rate determined by WFB and based on the 10 year Treasury bill yield plus a spread of 3.00%. By way of example, as of February 13, 2018, the 10-year Treasuries yield was 2.83% resulting in a rate of 5.83%. The fixed rate and spread over treasury are subject to change and the calculated rate will vary as the index and overall market conditions vary. A 6.25% rate will be used for underwriting purposes.

• Permanent Loan rate to be locked within 5 business days of the construction loan closing, and evidenced in the Permanent Loan Commitment letter.

• The term of the permanent loan will be 18 years from the time of conversion, or mature at least two years prior to the maturity of any subordinate debt subject to Lender approval. In no event shall the term be longer than 18 years. The amortization of the loan will be 35 years, with a balloon payment due at maturity.

• Fee Schedule:
  i. Origination Fee equal to the greater of 1% or $10,000, due upon execution of the Permanent Loan Commitment;
  ii. Conversion Fee of $10,000 due upon Permanent Loan closing

• Conversion Criteria:
  i. Borrower to provide evidence that the Property has achieved 90% physical and economic occupancy levels for 90 consecutive days; and
  ii. Borrower to provide evidence that the Property has for a 90 day period has(i) maintained a DSCR of at least 1.20:1.00, and (ii) such debt service coverage ratio at origination of the Loan that will result in the Project maintaining a DSCR of 1.10:1.00 for the full term of the Loan based on inflationary increases determined by Bank. DSCR to be calculated in accordance with normal permanent loan standards including, but not limited to, actual revenue received during the 90-day period, and the greater of actual or underwritten estimated expenses, and a minimum replacement reserve expense equal to the greater of $250/unit and trending at 3% per annum.
Debt service shall include debt service on the permanent loan as well as all “hard” or “must pay” debt associated with the project. The DSCR shall be determined by Lender in its sole discretion.

iii. Borrower shall provide evidence that at least 90% of anticipated tax credit equity advances have been made.

iv. Payment to Lender of the Conversion Fee

- Yield maintenance penalties will be applied if (i) the loan fails to convert to the Permanent Loan within the Forward Commitment Term; (ii) if the Permanent Loan amount is adjusted by more than 20.0%, and/or (iii) if the Permanent Loan is prepaid during the first 15 years of the permanent loan term. Borrower shall pay Lender a fee in an amount equal to the greater of
  (a) 1% of the unpaid principal balance of the Permanent Loan Amount or
  (b) the Yield Maintenance Amount (standard formula will be provided). A prepayment penalty equal to 1% of the unpaid principal balance will apply if the loan is prepaid between the 15th year of the term and 3 months prior to loan maturity.

- Lender to approve all subordinated debt terms, payment conditions, and any recorded extended use restriction agreements. Subordinated lenders shall be required to execute a subordination and standstill agreement in form and substance approved by Wells Fargo. There are currently no anticipated subordinate loans.

- Financing terms herein assume that any extended use agreement or similar encumbrance affecting the property, by its terms, must terminate upon foreclosure or upon a transfer of the property in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

- Replacement Reserves in the amount of at least $250/unit, to be held by Lender.

- Operating Reserves of not less than 6 months.

Collateral:

1st lien deed of trust and assignment of leases and rents on the subject property

- UCC filing on furniture, fixtures, and equipment
- Security interest in operating and replacement reserve funds
- Subordination of deferred developer fee and other management fees collected by general partner or a related entity
- Assignment and subordination of management, construction, architectural contracts, etc
Other: Borrower will pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to:

- Legal fees and expenses
- Appraisal/survey fees
- Plan and Cost Reviews
- Other Fees

All cost incurred by the Bank are expected to be repaid by borrower whether or not the facilities contemplated herein are funded. This obligation will survive the expiration or termination of any approval.

Draws: Construction draws will be approved by the Bank, with customary title downgrade endorsements and upon approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Reporting Requirements: Include but are not limited to:

- Annual audited financial statements of Borrower and Guarantor
- Annual evidence of tax credit compliance
- Monthly and annual operating statements, rent rolls, and operating budget

Developer Fee: Timing of payment of developer fee to be mutually agreed upon between Bank and Borrower

Project Budget: The Development Budget will include construction contingencies of at least 5% of the General Construction Contract. Significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

General Contractor: The general contractor will provide a full completion guaranty. Bank will discuss bonding or L/C requirements with Borrower once a GC has been selected and their financials reviewed.

Conditions to Closing: Include but are not limited to:

- Review and approval of tax credit equity provider
• Receipt and review of market study
• Receipt of all requested due diligence
• Review and approval of final plans and specifications
• Review and approval of final construction contract and total development budget.
• Appraisal acceptable to the Bank
• Soils analysis and environmental report acceptable to Bank
• Borrower shall indemnify and hold lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials
• Borrower will establish and maintain all operating and management accounts related to the Project with the Bank
• Such other conditions which are customary and reasonable for a loan of this nature and amount

COSTS:

Borrower shall be responsible for and pay all costs, expenses and fees associated with this transaction; regardless of the credit decision reached by the Bank.

DOCUMENTS:

This letter does not set forth all the terms and conditions of the facility offered herein which will be included in the Bank’s loan documentation.

PATRIOT ACT NOTICE:

To help 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. For purposes of this section, account shall be understood to include loan accounts.
TDHCA:

The attached 15-year *pro forma* was prepared by MGroup Holdings, Inc. for The Miramonte located in Fifth Street CDP, TX. The *pro forma* is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Wells Fargo Bank’s 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.

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Very Truly Yours,

[Signature]

Leslie Houston

Wells Fargo Bank N.A.

Community Lending & Investment
### 15 Year Rental Housing Operating Pro Forma (All Programs)

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| EXPENSES                |             |             |             |             |             |             |             |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|             |
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| Management Fee          | $39,975     | $40,775     | $41,600     | $42,422     | $43,270     | $44,174     | $52,746     |
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| Electric & Gas Utilities| $23,000     | $23,690     | $24,401     | $25,133     | $25,867     | $26,592     | $34,790     |
| Water, Sewer & Trash Utilities | $56,000     | $57,680     | $59,410     | $61,180     | $62,958     | $64,732     | $84,705     |
| Annual Property Insurance Premiums | $36,000     | $37,080     | $38,192     | $39,338     | $40,518     | $41,753     | $54,458     |
| Property Tax            | $90,000     | $92,700     | $95,481     | $98,345     | $101,296    | $104,258    | $136,133    |
| Reserve for Replacements| $31,000     | $31,980     | $32,888     | $33,875     | $34,891     | $35,954     | $46,880     |
| Other Expenses          | $8,780      | $9,043      | $9,315      | $9,594      | $9,882      | $10,956     | $13,281     |
| TOTAL ANNUAL EXPENSES   | $633,756    | $652,368    | $671,531    | $691,261    | $711,575    | $732,252    | $950,892    |
| NET OPERATING INCOME    | $514,718    | $513,978    | $523,349    | $541,550    | $559,749    | $573,172    | $554,494    |

| DEBT SERVICE            |             |             |             |             |             |             |             |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|             |
| First Deed of Trust: Annual Loan Payment | $422,700     | $422,700    | $422,700    | $422,700    | $422,700    | $422,700    | $422,700    |
| Second Deed of Trust Annual Loan Payment |             |             |             |             |             |             |             |
| 1st Deed of Trust Annual Loan Payment |             |             |             |             |             |             |             |
| Other Annular Required Payment |             |             |             |             |             |             |             |
| Other Annual Required Payment |             |             |             |             |             |             |             |
| ANNUAL NET CASH FLOW    | $92,018     | $96,374     | $100,640    | $104,807    | $108,869    | $112,769    | $141,734    |
| CUMULATIVE NET CASH FLOW| $92,018     | $198,392    | $298,031    | $398,839    | $502,707    | $605,812    | $747,546    |
| Debt Coverage Ratio     | 1.22        | 1.22        | 1.22        | 1.22        | 1.22        | 1.22        | 1.22        |

By signing below, we are certifying that the above 15-year pro forma is consistent with the unit rental rate assumptions, operating expenses, net operating income and debt service coverage based on the below parameters and consistent with the proforma included in the sample program. The program and the program is being attached as an attachment for further evaluation. The debt service for each year maintained less than a 1.5 debt coverage ratio. (Signature required if using this pro forma for points under $11,900.00 relating to financial feasibility.)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: Leslie Houston

Phone: (622) 316-1327

Email: Leslie.Houston@WellStar.Eng

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name: Neal Newton

Phone: 2/18/18

Signature, Authorized Representative, Syndicator

Printed Name: 2/18/18

If a revised form is submitted, date of submission: ____________
February 23, 2018

Mark Musemeche
MGroup
1013 Van Buren
Houston, TX 77019

Re: The Miramonte located in Fort Bend County, TX

Dear Mr. Musemeche:

The purpose of this letter is to indicate an interest of Wells Fargo, in providing equity, and becoming your partner, in The Miramonte. This letter is provided for use in your tax credit application to the Texas Department of Housing and Community Affairs. Should you be successful in obtaining a tax credit reservation, Wells Fargo would be interested in working with you in fully underwriting the proposed investment.

The information that you have provided indicates that The Miramonte is a 124-unit community located in Fort Bend County, Texas (the “Project”), projected to support 9% Federal Low Income Housing Tax Credits (“LIHTC”) in the annual amount of $1,286,253, which should total $12,862,530 LIHTC throughout the initial compliance period. Based upon this information, Wells Fargo proposes preliminary pricing of $0.94 per LIHTC to purchase a 99.98% interest in the limited partnership that will own and operate the project, which amounts to total capital contributions of $12,088,360. We propose that the capital be contributed in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>% of Equity</th>
<th>Capital Contributed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing</td>
<td>20%</td>
<td>$2,464,000</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>43%</td>
<td>$5,209,812</td>
</tr>
<tr>
<td>Perm Loan Conversion/Stabilization</td>
<td>35%</td>
<td>$4,164,548</td>
</tr>
<tr>
<td>Delivery of IRS Forms 8609</td>
<td>2%</td>
<td>$250,000</td>
</tr>
<tr>
<td>Total Capital Contributions</td>
<td>100%</td>
<td>$12,088,360</td>
</tr>
</tbody>
</table>

Developer Fees are estimated to be $2,200,000 of which $450,000 is anticipated to be paid prior to receipt of certificates of occupancy, and after receipt of all permanent sources, $757,468 is projected to be deferred and paid from net cash flow.
Wells Fargo will require replacement reserves of $250 per unit per year, and an operating reserve of at least $400,000, which is approximately equal to 6 months of projected operating expenses. Annualized Debt Service Coverage Ratio must not be either (a) less than 1.20 to 1.00 at the time of conversion, or (b) projected to be less than 1.15 to 1.00 in any year of the initial Compliance Period, based on underwriting parameters including income inflation of 2% per year and expense inflation of 3% per year.

Please note that Wells Fargo does not charge syndication, consulting, legal, or other costs so 100% of the aforementioned equity is invested in the Partnership. Furthermore, pricing is based upon current and anticipated federal and state laws, including federal and state corporate income tax rates and other tax laws, rules and regulations (all collectively, the “Laws”), current and anticipated yield requirements (the “Yield Requirements”), and current and anticipated cost of funds (the “Cost of Funds”). Any proposed or actual modifications to such Laws, Yield Requirements, Cost of Funds, and any changes regarding our or the LIHTC industry’s expectations regarding potential tax or other legislative reforms, could affect pricing and the terms herein. In addition, this equity investment is subject to verification of project information, completion of our underwriting, due diligence, documentation, a fully negotiated Partnership Agreement, and Wells Fargo credit approval.

This equity investment is subject to verification of project information, completion of our underwriting, due diligence, documentation, and a fully negotiated Partnership Agreement.

Wells Fargo appreciates the opportunity to respond to your request, and we wish you continued success in your development efforts. If there are any questions regarding the terms of this letter, or if further clarification is required, please feel free to contact me at 704-383-9524.

Sincerely,

Neal Deaton
Senior Vice President
Wells Fargo Bank, N.A.
Community Lending & Investment
301 South College Street
Charlotte, NC 28288
Mail Code: D1053-170
Office: (704) 383-9524
Mobile: (704) 458-1633
neal.deaton@wellsfargo.com
February 21, 2018

Mr. Mark Museemeche  
Miramonte Partners, Ltd.  
1013 Van Buren St.  
Houston, Texas 77019

Re: Grant Approval

Dear Mr. Museemeche:

The Fort Bend County Housing Finance Corporation (HFC) on February 21, 2018 authorized awarding a $500 grant to the Miramonte Partners, Ltd. for the benefit of the development with respect to its application for low income housing tax credits from the Texas Department of Housing and Community Affairs related to a residential rental project. The grant is conditioned upon receipt by the HFC of the required QAP approvals/consents from the applicable cities and counties.

Fort Bend County Housing Finance Corporation is an on-behalf of nonprofit corporation of a political subdivision with jurisdiction over the development.

Please feel free to contact me if you have any questions.

Respectfully submitted,

Tom Shirley  
President
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:

| No | If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside |
| 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: 100.00%
- Cash flow from operations: 100.00%
- Developer Fee: 100.00%
- Total: 300.00%

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

- No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
- 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:

- 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.
- 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.
- No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
- 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
Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1760472368800
File/Vendor Number: 065779
Approval Date: 21-JAN-2016
Scheduled Expiration Date: 21-JAN-2020

MGROUP HOLDINGS, INC.

The Texas Comptroller of Public Accounts (CPA), hereby certifies that MGROUP HOLDINGS, INC. 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 22-JAN-2016, 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/cmbil/cmbilhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
MGroup Holdings, Inc. – HUB Statement and Experience

MGroup Holdings, Inc. is a HUB certified Corporation incorporated in Texas and is principally engaged in real estate investment, development, construction, operation and management of multi family assets. MGroup has been actively involved in housing since its inception in May of 1995. To date, MGroup Holdings has developed 28 multi-family projects including 26 under the Housing Tax Credit Program.

As an owner operator, MGroup materially participates in all of its assets either as a managing general partner or sole general partner. This material participation includes the day to day partnership administration and management oversight as well as tax matters partner.

If awarded housing tax credits, MGroup will be the sole General Partner in the development and will materially participate in the development for the compliance period as follows:

1) Conduct site visits
2) Interaction with on-site office staff during on-site visits
3) Promote diversity in the hiring process through its third party management company
4) Solicit minority-owned business and suppliers as vendors through its third party management company
5) Periodic inspections of property for any potential maintenance needs
January 17, 2018

Mr. Mark Musemeche
c/o Ms. Ofelia Elizondo
1013 Van Buren Street
Houston, Texas 77019

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Musemeche:

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
**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 Diagram]

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!*
Applicant
Miramonte Partners, Ltd.
To-be-formed Texas Limited Partnership
100% ownership

General Partner
Miramonte General, LLC.
To-be-formed Texas limited liability company
.02% ownership

MGroup Holdings, Inc.
A Texas HUB Corporation
Sole member of General Partner
100% Owner
EIN 76-0472368

President, Laura Musemeche
75%
Vice-President, Mark Musemeche
25%

Limited Partners
TBD Tax Credit Investor
99.97%

Special Limited Partner
TBD Tax Credit Investor
.01%
Applicant
Miramonte Partners, Ltd.
To-be-formed Texas Limited Partnership
100% ownership

Guarantors
Laura Musemeche
Mark Musemeche
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>
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<tr>
<th>Organization #</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Name(s) of Entities the Organization Owns or Controls</th>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>Legal Org is or will be</th>
<th>Previous TDHCA Experience?</th>
<th>Phone</th>
<th>Email</th>
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<td>Org. 1</td>
<td>Miramonte General, LLC</td>
<td>General Partner</td>
<td>1013 Van Buren St.</td>
<td>Houston</td>
<td>TX</td>
<td>77019</td>
<td>Miramonte Partners, Ltd.</td>
<td>No</td>
<td>5/18/1995</td>
<td>Limited Liability Company</td>
<td>No</td>
<td>(713) 522-4141</td>
<td><a href="mailto:mgroupinc@sbcglobal.net">mgroupinc@sbcglobal.net</a></td>
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<td>Miramonte Partners, Ltd.</td>
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<tr>
<td>Org. 2</td>
<td>M Group Holdings, Inc.</td>
<td>General Partner</td>
<td>1013 Van Buren St.</td>
<td>Houston</td>
<td>TX</td>
<td>77019</td>
<td>Miramonte General, LLC.</td>
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<td>Yes</td>
<td>7135224141</td>
<td><a href="mailto:mgroupinc@sbcglobal.net">mgroupinc@sbcglobal.net</a></td>
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<td>M Group Holdings, Inc.</td>
<td>Developer</td>
<td>1013 Van Buren St.</td>
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<td>TX</td>
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<td>Miramonte General, LLC.</td>
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**Person/Role:** Laura Musemeche  
**Email Address:** mgrouipinc@sbcglobal.net  
**City & State of Home Addr:** Houston, Texas  
**Applicant Legal Name:** Miramonte Partners, Ltd.

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</tr>
<tr>
<td>99029</td>
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<td>Brownsville</td>
<td>HTC</td>
<td>Aug-99</td>
<td>Dec-17</td>
</tr>
<tr>
<td>97027</td>
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<td>Kingsville</td>
<td>HTC</td>
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<td>HTC</td>
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<td>Aransas Pass</td>
<td>HTC</td>
<td>May-15</td>
<td>Jan-17</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
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: Miramonte Partners, Ltd.
Email Address: mgroupinc@sbcglobal.net
City & State of Home Addr: Houston, Texas
Applicant Legal Name: Miramonte Partners, 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.

   ![X] 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>
</tr>
</thead>
<tbody>
<tr>
<td>NO PREVIOUS EXPERIENCE</td>
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<tr>
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<tr>
<td>NSP</td>
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Person/Role:  
Email Address:  
City & State of Home Addr:  
Applicant Legal Name:  

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<tr>
<td>Other:</td>
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<td></td>
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<td>NSP</td>
</tr>
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</table>
### Nonprofit Participation

#### Qualification:
Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

#### Documentation:
Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- **NA**
- **By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.**

- **By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.**

---

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td></td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td></td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td></td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td></td>
</tr>
</tbody>
</table>

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - **If “Yes”, will this nonprofit organization Control the Applicant?**
   - **What is the ownership percentage of this nonprofit organization?**

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - **If "Yes," explain:**
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- [ ] IRS determination letter
- [ ] Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- [ ] The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- [ ] Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
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>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>M Group Holdings, Inc.</td>
<td>Mark Musemeche</td>
<td>(713) 522-4141</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mggroupinc@sbcglobal.net">mggroupinc@sbcglobal.net</a></td>
<td>$2,284,858.00</td>
<td>76-0472368</td>
</tr>
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<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
<tr>
<td>Yes</td>
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### Housing General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>Camden Builders, Inc.</td>
<td>Bobby Rivers</td>
<td>(713) 354-2500</td>
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<td><a href="mailto:brivers@camdenliving.com">brivers@camdenliving.com</a></td>
<td>6% of contract</td>
<td>76-0514789</td>
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### Infrastructure General Contractor:

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### Cost Estimator:

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### Architect:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>M Group + Architects, Inc.</td>
<td>Mark Musemeche</td>
<td>(713) 522-4141</td>
</tr>
</tbody>
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<table>
<thead>
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<tr>
<td><a href="mailto:mggroupinc@sbcglobal.net">mggroupinc@sbcglobal.net</a></td>
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### Engineer:

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### Civil Engineer:

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<tbody>
<tr>
<td>Kelly Kaluza &amp; Associates, Inc.</td>
<td>Llarance Turner</td>
<td>(281) 341-1633</td>
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<tbody>
<tr>
<td><a href="mailto:lturner@kellykaluza.com">lturner@kellykaluza.com</a></td>
<td>70,000.00</td>
<td>74-2176762</td>
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### Market Analyst:

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<tr>
<th>Company</th>
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<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartment Marketdata LLC</td>
<td>Darrell Jack</td>
<td>(281) 341-0808</td>
</tr>
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<tbody>
<tr>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>7,500.00</td>
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### Appraiser:

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<tr>
<th>Company</th>
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### Attorney:

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<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coats Rose</td>
<td>Barry Palmer</td>
<td>(713) 653-7328</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
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<tbody>
<tr>
<td><a href="mailto:bpalmer@coatsrose.com">bpalmer@coatsrose.com</a></td>
<td>70,000.00</td>
<td>76-0294490</td>
</tr>
</tbody>
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### Accountant:

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<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
<td>Katopody LLC</td>
<td>Tom Katopody</td>
<td>(214) 624-9890</td>
</tr>
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<tbody>
<tr>
<td><a href="mailto:tkatopody@katopodyllc.com">tkatopody@katopodyllc.com</a></td>
<td>15,000.00</td>
<td>46-4870752</td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Capstone Real Estate Services Inc.</td>
<td>Matt Lutz</td>
<td>(512) 646-6700</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:matt.lutz@capstonemangement.com">matt.lutz@capstonemangement.com</a></td>
<td>3.5% rent 74-2566803</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

### Originator of Underwriter:

<table>
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<tr>
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### Bond Issuer:

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<tr>
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### Syndicator:

<table>
<thead>
<tr>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo</td>
<td>Neal Deaton</td>
<td>(704) 458-1633</td>
</tr>
<tr>
<td><a href="mailto:neal.deaton@wellsfargo.com">neal.deaton@wellsfargo.com</a></td>
<td></td>
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</tr>
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<tr>
<td>Title Company</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
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<td>------------------</td>
</tr>
<tr>
<td>Fidelity National Title Agency</td>
<td>Dawn Lin</td>
<td>(713) 779-7779</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:closing@fidelity88.com">closing@fidelity88.com</a></td>
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<td>Application Consultant:</td>
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<td>ESA Provider:</td>
<td></td>
<td></td>
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<tr>
<td>Phase Engineering, Inc.</td>
<td>Tracy Wilson</td>
<td>(281) 476-9844</td>
</tr>
<tr>
<td><a href="mailto:tracy@phaseengineering.com">tracy@phaseengineering.com</a></td>
<td>$5,000.00</td>
<td>75-2502360</td>
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<tr>
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<tr>
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<td>PCA Provider:</td>
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Identity of Interest

The Miramonte

TDHCA 18034

MGroup Holdings, Inc. has ownership interest in the applicant/general partner. Mark Musemeche is Vice-President of MGroup Holdings, Inc. and President of MGroup + Architects, Inc.
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.
2018 Architect Certification

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

2/23/2018
Date

Mark D. Musemeche
Printed Name

13685 Texas
License Number and State

MGroup + Architects, Inc.
Firm Name (If applicable)
In accordance with 10 TAC Chapter 1, Subchapter B, Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, will be met for the proposed Miramonte as follows:

Total Units:  124

Further broken down as follows:

(70)  1 bedroom/1 bath
(32)  2 bedroom/1 bath
(22)  2 bedroom/2 bath

In order to comply with the Section 504 design, the following units will meet accessibility requirements:

(4)  1 bedroom/1 bath – fully ambulatory units
(2)  2 bedroom/1 bath – fully ambulatory units
(1)  2 bedroom/2 bath – fully ambulatory units

In addition the following units are designed for the visual & hearing impaired:

(1)  1-bedroom/1 bath unit
(1)  2-bedroom/1 bath unit
(1)  2-bedroom/2 bath unit

PARKING REQUIREMENTS:

Development is located in the ETJ of Stafford and therefore has no parking requirements.

Parking will be provided as follows: 1.8 spaces per unit with a minimum of 1.5 spaces per unit without charge to tenant.

Mark Musemeche, President
MGroup + Architects, Inc.
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

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.db.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.
Mr. Mark Musemeche  
c/o Ms. Ofelia Elizondo  
1013 Van Buren Street  
Houston, Texas 77019  

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Musemeche:

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
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

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).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
<th>Part II. Person/entity has at least one other application in the current Application Round</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
<td>b. Person/entity has at least one other application in the current Application Round.</td>
</tr>
<tr>
<td>1. Miramonte Partners, Ltd.</td>
<td>No</td>
</tr>
<tr>
<td>2. Miramonte General, LLC.</td>
<td>No</td>
</tr>
<tr>
<td>3. M Group Holdings, Inc.</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Laura Musemeche</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Mark Musemeche</td>
<td>Yes</td>
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<td>6.</td>
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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

2/23/2018

Date

Its: ____________________________

General Partner
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:  
X 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

X a Developer for the Applicant for this specific Application

X 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>
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</thead>
<tbody>
<tr>
<td>Miramonte Single Living</td>
<td>6</td>
<td>Fifth Street CDP</td>
<td>0.02%</td>
<td>100.00%</td>
</tr>
<tr>
<td>The Miramonte</td>
<td>6</td>
<td>Fifth Street CDP</td>
<td>0.02%</td>
<td>100.00%</td>
</tr>
<tr>
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</table>

I acknowledge that  

Mark Muesemeche  
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) 

MGroup Holdings, Inc. 

Printed Name 

Date: 2/23/2018
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: Laura Musemeche

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>Miramonte Single Living</td>
<td>6</td>
<td>Fifth Street CDP</td>
<td></td>
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</tr>
<tr>
<td>The Miramonte</td>
<td>6</td>
<td>Fifth Street CDP</td>
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</tbody>
</table>

I acknowledge that Mark Musemeche 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: Laura Musemeche

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Laura Musemeche

Printed Name  2/23/2018  Date
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: Mark Musemeche

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.

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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)]
Mark Musemeche
Printed Name
2/23/2018
<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18033</th>
</tr>
</thead>
</table>

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>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Fort Bend Chamber of Commerce</strong></td>
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<tr>
<td><strong>Keri Schmidt</strong></td>
<td>☑ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. East Fort Bend Human Needs Ministry</strong></td>
<td>☑ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td><strong>Vickie Coates</strong></td>
<td></td>
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<tr>
<td><strong>Contact Name</strong></td>
<td></td>
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<tr>
<td><strong>C. Goodwill</strong></td>
<td>☑ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td><strong>Alma Ybarra</strong></td>
<td></td>
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<tr>
<td><strong>Contact Name</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>D. Fort Bend Seniors</strong></td>
<td>☑ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td><strong>Manuela Arroys</strong></td>
<td></td>
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<tr>
<td><strong>Contact Name</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>E. The Promise Church</strong></td>
<td>☑ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td><strong>Pastor Maceo Smedley</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Contact Name</strong></td>
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</tr>
<tr>
<td><strong>F.</strong></td>
<td>☐ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td><strong>Name of Community Organization</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
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<td></td>
</tr>
</tbody>
</table>
A RESOLUTION OF
FORT BEND COUNTY COMMISSIONERS COURT SUPPORTING THE
DEVELOPMENT OF THE MIRAMONTE, THE MIRAMONTE SINGLE
LIVING AND THE HUNTINGTON AT MIRAMONTE

WHEREAS, Miramonte Partners, Ltd. has proposed a development for affordable rental housing on Moore Road named The Miramonte in the extraterritorial jurisdiction of the City of Stafford, Fort Bend County; and

WHEREAS, Miramonte SF Partners, Ltd. has proposed a development for affordable rental housing on Moore Road named Miramonte Single Living in the extraterritorial jurisdiction of the City of Stafford, Fort Bend County; and

WHEREAS, OGC Huntington Miramonte Apartments, LP. has proposed a development for affordable rental housing on Moore Road named The Huntington at Miramonte in the extraterritorial jurisdiction of the City of Stafford, Fort Bend County; and

WHEREAS, Miramonte Partners, Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for The Miramonte, a multifamily proposed development;

WHEREAS, Miramonte SF Partners, Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for The Miramonte Single Living, a single family proposed development;

WHEREAS, OGC Huntington Miramonte Apartments, LP. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for The Huntington at Miramonte, a senior living proposed development;

NOW, THEREFORE, BE IT RESOLVED, that the Fort Bend County, acting through its governing body, hereby confirms that it supports the proposed The Miramonte, TDHCA application number 18033; The Miramonte Single Living, TDHCA application number 18047 and the Huntington at Miramonte, TDHCA application number 18043; and that this formal action has been taken to put on record the opinion expressed by the Fort Bend County on January 23rd, 2018; and

BE IT FURTHER RESOLVED that for and on behalf of the Commissioners Court of Fort Bend County, Judge Robert E. Hebert is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

1-25-2018 Original sent to Katie Herrington, Commissioner Precinct 2
PASSED, APPROVED AND RESOLVED on this the 23rd day of January 2018.

FORT BEND COUNTY COMMISSIONERS COURT

Robert E. Hebert, County Judge
Mayor

ATTEST:

Laura Richard, County Clerk
RESOLUTION NO. 10-18


WHEREAS, Miramonte Partners, Ltd. has proposed a development for affordable rental housing on Moore Road named The Miramonte in the extraterritorial jurisdiction of the City of Stafford; and

WHEREAS, Miramonte SF Partners, Ltd. has proposed a development for affordable rental housing on Moore Road named Miramonte Single Living in the extraterritorial jurisdiction of the City of Stafford; and

WHEREAS, OGC Huntington Miramonte Apartments, LP. has proposed a development for affordable rental housing on Moore Road named The Huntington at Miramonte in the extraterritorial jurisdiction of the City of Stafford; and

WHEREAS, Miramonte Partners, Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for The Miramonte, a multifamily proposed development;

WHEREAS, Miramonte SF Partners, Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for The Miramonte Single Living, a single family proposed development;

WHEREAS, OGC Huntington Miramonte Apartments, LP. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for The Huntington at Miramonte, a senior living proposed development;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City of Stafford, acting through its governing body, hereby confirms that it supports the proposed The Miramonte, TDHCA application number 18033; The Miramonte Single Living, TDHCA application number 18047 and the Huntington at Miramonte, TDHCA application number 18043; all located on Moore Road in the extraterritorial jurisdiction of the City, and that this formal action has been taken to put on record the opinion expressed by the City of Stafford on February 7, 2018; and
Section 2. That for and on behalf of the City of Stafford City Council, Mayor Leonard Scarcella is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED, APPROVED AND RESOLVED on this the 7th day of February 2018.

Leonard Scarcella
Mayor

ATTEST:

Tomika R. Lewis
City Secretary
January 23, 2018

Mr. Tim Irvine  
Texas Department of Housing & Community Affairs  
P.O. Box 13941  
Austin, Texas 78711

Attn: Tax Credit Division

RE: TDHCA #18033 – The Miramonte  
Fifth Street CDP; ETJ of Stafford, Texas

Dear Mr. Irvine:

I am writing in support of MGroup’s application for funding under the Housing Tax Credit Program for the Miramonte, TDHCA Application #18033.

This transformative project is proposed on Moore Road in the Fifth Street CDP which is an area in my district that will benefit from high quality affordable housing this application will deliver.

Providing quality affordable housing that MGroup is known for that will assist the working families in my district is a priority for me, and I believe the Miramonte development represents a responsible approach that deserves favorable consideration. The Miramonte Village master plan will create a unique living environment that incorporates innovative architecture and housing options that are simply not available in the area.

I encourage you to please consider The Miramonte application for funding under the Housing Tax Credit Program.

Sincerely,

Ron Reynolds

Ron Reynolds
February 10, 2018

Mr. Tim Irvine  
Texas Department of Housing & Community Affairs  
P.O. Box 13941  
Austin, Texas 78711

Attn: Tax Credit Division

RE:  TDHCA #18043 – The Huntington at Miramonte  
     Fifth Street CDP; ETJ of Stafford, Texas

     **TDHCA #18033 – The Miramonte**  
     Fifth Street CDP; ETJ of Stafford, Texas

     TDHCA #18047 – The Miramonte Single Living  
     Fifth Street CDP; ETJ of Stafford, Texas

Dear Mr. Irvine:

I am writing this letter to voice **my support** for the proposed developments, The Huntington at Miramonte, **The Miramonte** and the Miramonte Single Living, all located on Moore Road in the Fifth Street Area of Fort Bend County. The Fort Bend Chamber of Commerce is a tax exempt 501(c) 3 non-profit organization that serves the communities of Fort Bend County in which these developments will be located. The Chambers primary purpose is to maintain and improve the excellence in the quality of life for Fort Bend County and to provide significant positive change to the community. We are committed to being a catalyst for economic prosperity, tourism and community involvement. We believe that there is a tremendous need for housing that is affordable to the citizens of modest means living in Fort Bend and these developments will help meet those needs and will provide safe, decent and quality affordable housing that is currently not available.

Sincerely,

Keri Schmidt  
Keri Schmidt, CCE, IOM  
President | CEO
FORT BEND CHAMBER OF COMMERCE  
445 COMMERCE GREEN BLVD  
SUGAR LAND, TX 77478-3591

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 09-07-1972
- Sales and use tax, as of 06-17-1981
  (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: 17417519273

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.
MEMBERSHIP BENEFITS & SERVICES

Fort Bend Chamber of Commerce Membership Menu

Every business and organization with an investment in the future of Fort Bend County has the potential to receive value as a Fort Bend Chamber of Commerce member. For opportunities, legislative action, small business assistance and community well being, no other organization makes the difference for it’s members that we do.

We are a broad-based business organization on a mission: to serve as the voice and advocate for business in Fort Bend County, and as a catalyst for excellence in business and economic growth in the Fort Bend region. Membership provides both direct and long-term benefits and helps build momentum for our community’s future.

FORT BEND CHAMBER RESOURCE BOOKS

The complimentary Fort Bend Newcomer Guide magazine has a bi-annual distribution of 20,000 copies. It provides valuable information on Fort Bend County and is distributed to all chamber members, as well as, to newcomers and out-of-town inquirers. The Business Resource Book also contains a useful membership directory in which members receive a free categorical listing in three sections.
MEMBERSHIP LUNCHEONS & BREAKFASTS

Luncheon events throughout the year bring members together to hear top business and government officials speak on interesting and informative issues.
NETWORK NITES

Because Chamber members want to develop new business contacts and prospects, the Chamber has developed this great networking venue. Members gather at Network Nites and relax in an informal setting while enjoying fine food from a local Fort Bend restaurant or caterer. Network Nites provides unlimited opportunities to foster business relationships. Click here for more information.

WEBSITE LISTING

All members receive an enhanced listing on the Fort Bend directory located on our website.

FORT BEND E-NEWSLETTER

The Chamber newsletter is e-mailed to 1,500 area businesses weekly. It provides information on chamber activities, community issues and topics of interest to the business sector. Advertising opportunities are available.

RIBBON CUTTINGS / GROUNDBREAKINGS / GRAND OPENINGS

The Chamber stands ready to assist members with groundbreakings or grand opening celebrations by providing a ribbon cutting ceremony for new or newly expanded businesses. Photographs and press releases are distributed to the local media and published in the Chamber’s newsletter. Click here for more information.

CHAMBER DIVISIONS

The Chamber offers opportunities for members to get involved by joining divisional activities. Divisions provide opportunities to become active in projects and initiatives of interest. Divisions focus on economic development, government, education, leadership, business & professional, and infrastructure planning. These Divisions are vital in making a difference in Fort Bend. View the active Chamber Divisions.

FORT BEND BUSINESS STARTUP GUIDE
REFERRAL SERVICES

The Chamber serves as an extended marketing team for member businesses. The numerous daily requests for information on products, services or vendors are referred exclusively to Chamber members.

ADVERTISING/MARKETING SERVICES

Listings of the membership is available on a disk or as mailing labels. Have your company message broadcasted to over 1,200 chamber members by taking advantage of the chamber email blast (e-blast) services. View more details about advertising with the Fort Bend Chamber.

MEETING FACILITIES

The Chamber is pleased to offer the use of the Chamber’s board room and main meeting room for members’ business meetings, training seminars, conferences, luncheons or receptions. State of the art audiovisual equipment is included in your rental fee. The meeting spaces can accommodate up to 100 people. Click here for more information and the room rental forms.
CERTIFICATE OF ORIGIN

Seal Certificates are free for members included in the Business Leader level of investment and above. Certificates for Business Builder level of investment and non-members are $50 per page.

Sign up for Chamber Email!
Subscribe to our newsletter for news, updates, & upcoming events.

Your Full Name

Your Email Address

https://www.fortbendchamber.com/membership-benefits-services
Success is just around the Bend.

Fort Bend Chamber of Commerce
445 Commerce Green Blvd
Sugar Land, TX 77478
(281) 491-0800 | info@fortbendcc.org

Sitemap | Privacy Policy | Terms and Conditions | Manage

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February 8, 2018

Mr. Tim Irvine
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711

Attn: Tax Credit Division

RE: TDHCA #18043 – The Huntington at Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18033 – The Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18047 – The Miramonte Single Living
Fifth Street CDP; ETJ of Stafford, Texas

Dear Mr. Irvine:

I am writing this letter to voice my support for the proposed developments, The Huntington at Miramonte, The Miramonte and the Miramonte Single Living, located on Moore Road in the Fifth Street Area of Fort Bend County. East Fort Bend Human Needs Ministry is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the these developments will be located and whose primary purpose is to better the community and to enrich the lives of the citizens we serve. Our mission is to address the basic human needs of families in temporary financial crisis. We believe that there is a tremendous need for housing that is affordable to the citizens of modest means living in Fifth Street and surrounding area and these developments will help meet those needs and will provide safe, decent and quality affordable housing that is currently not available.

Sincerely,

Vickie Coates
Executive Director
EAST FORT BEND HUMAN NEEDS MINISTRY, INC.
PO BOX 1611
STAFFORD, TX 77497-1611

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 07-30-1990
Sales and use tax, as of 04-12-1991
(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: 17603275987

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.
Our mission is to address the basic human needs of families in temporary financial crisis in East Fort Bend County.

281-261-1006  ministry@humanneeds.org

East Fort Bend Human Needs Ministry, Inc. is a 501(c)(3) non-profit, charitable organization comprised of an interfaith alliance that seeks to serve God by serving the basic needs of persons in East Fort Bend County.
It is our mission to address the basic human needs of persons in temporary financial crisis in East Fort Bend County.

**Our Beliefs**

We believe faith is expressed in caring for the poor, the homeless and all who have no access to the abundant resources our society possesses.
We unite with others in our community who believe loving our neighbors and serving those in need is an essential expression of one’s love for, and desire to serve God.
We are confident working together will enrich our relationship and expand the scope of our service.

**Our Core Values**

It is our objective to respect the dignity and value of every individual and to offer assistance with humility and compassion.

**Our Goals**

Our goal is to alleviate hunger and raise our community’s awareness to the problem of the needy in our area by:

- Efficiently administering the Interfaith Food Pantry.
- Aiding persons and families in temporary crisis situations.
- Helping persons understand and utilize resources within the community.

---

**Contact EFBHNM**

Phone: 281-261-1006

ministry@humanneeds.org

435 Stafford Run
Stafford, Texas 77477

**Sign Up for Our Newsletter**

We send out monthly eNewsletters with upcoming events, volunteer opportunities and Resale Shop coupons.

**Upcoming Events**

9th Annual Empty Bowls

April 6 @ 6:30 pm - 9:30 pm

View All Events

**How to Support**

SOS - Supply Our Students

Hold a Food Drive

EFBHNM General Needs

---

http://www.humanneeds.org/3360-2/
Our mission is to address the basic human needs of families in temporary financial crisis in East Fort Bend County.

281-261-1006  ministry@humanneeds.org

Neighbors Helping Neighbors
Be part of your community and something greater than yourself by giving to the Ministry. Donate today.
Neighboring Our Community Since 1990

We unite with others in our community who believe that loving our neighbors and serving those in need is an essential expression of one's love for, and desire to serve the Living God.

Learn More

Neighbors Helping Neighbors

Hold a Food Drive

We rely upon food donations from the community. Consider organizing a food drive with your neighborhood, church, office or civic group. WHO will receive the food your group collects? The East Fort Bend Human Needs Ministry Food Pantry serves all...

Read More

DONATE NOW

Blog & Recent News / More News

Sugar Land Holiday Lights Fundraiser

16 NOV 2017

Join us November 24th-January 1st at Constellation Field for the Sugar Land Holiday Lights event! Print this flyer, or use...

Christmas Dollar Day Sale

07 NOV 2017

Check out our Christmas Dollar Day Sale at Tri-City Churches Resale Shop and La Boutique Saturday, December 2nd from 11-4pm...

http://www.humanneeds.org/
Current Needs

CURRENT FOOD PANTRY NEEDS

Food Items
Soup—canned & dry
Cereal
Canned Fruit
Mashed Potatoes
Granola Bars
Muffin Mix
Jelly
Tuna
Canned Pasta
Snacks for Children

Non-Food Items
Bar Soap
Toothbrushes – adults & children
Toothpaste
Shampoo/Conditioner (2 in 1)

TRICITY Resale Shop...

IN-STORE TOUR | Tri...

EFHNM on Facebook

SIGN UP NOW!!
Contact EFBHNHM

Phone: 281-261-1006
ministry@humanneeds.org
435 Stafford Run
Stafford, Texas 77477

Sign Up for Our Newsletter

We send out monthly enewsletters with upcoming events, volunteer opportunities and Resale Shop coupons.

Email
SUBSCRIBE

EFBHNHM is a BBB Accredited Charity

Upcoming Events

9th Annual Empty Bowls
April 6 @ 6:30 pm - 9:30 pm

View All Events

How to Support

SOS - Supply Our Students
Hold a Food Drive
EFBHNHM General Needs

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Website by JCJ Design Studio

http://www.humanneeds.org/
February 9, 2018

Mr. Tim Irvine
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711

Attn: Tax Credit Division

RE: TDHCA #18043 – The Huntington at Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18033 – The Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18047 – The Miramonte Single Living
Fifth Street CDP; ETJ of Stafford, Texas

Dear Mr. Irvine:

I am writing this letter to voice my support for the proposed developments, The Huntington at Miramonte, The Miramonte and the Miramonte Single Living, all located on Moore Road in the Fifth Street Area of Fort Bend County. Goodwill Industries is a tax exempt 501(c) 3 not-for-profit organization that serves all of Fort Bend County in which the these developments will be located. Goodwill provides job training, employment placement services, rehabilitation for people of limited employability as well as other community-based programs for people who have barriers preventing them from otherwise obtaining a job. We believe that there is a tremendous need for housing that is affordable to the citizens of modest means living in the communities we serve and these developments will help meet those needs and will provide safe, decent and quality affordable housing that is currently not available.

Sincerely,

Alma Dulce Ybarra, MBA
Director of Workforce Development

* Life Member
** Executive Committee Member
*** Advisory Director

1140 West Loop North, Houston, TX 77055  713.692.6221  Fax: 713.692.0923  goodwillhouston.org
GOODWILL INDUSTRIES OF HOUSTON
1140 WEST LOOP N
HOUSTON, TX 77055-7218

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 01-01-1969
Sales and use tax, as of 08-29-1977
(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: 17412850954

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.
Our Mission

Mission
We provide education, training and job opportunities to people with disabilities and other barriers to employment, improving the lives of individuals, families, and communities.

Vision
We shall be the premier workforce development resource in Greater Houston, based on the excellence of our people and our career services.

Values
People
Integrity
Stewardship
Innovation
Teamwork
Communication
Continuous Improvement
Our Team

President and CEO

Steven P. Lufburrow
President/CEO

Executive Team

Tony Van Slyke, CPA, CGMA
Vice President and Chief Financial Officer

Alma Duldulao-Ybarra
Director of Workforce Development

Kym I. King
Vice President of Public Relations & Community Affairs

http://www.goodwillhouston.org/about-us/our-team/
Will Lufburrow
Director of Development and Special Projects

Sheri Lytle, SPHR, SHRM-SCP, CMC, MSM, HRPM
Vice President of Human Services

Patricia Salmon
Vice President of Donated and Retail Goods
February 12, 2018

Mr. Tim Irvine
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711

Attn: Tax Credit Division

RE: TDHCA #18043 – The Huntington at Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18033 – The Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18047 – The Miramonte Single Living
Fifth Street CDP; ETJ of Stafford, Texas

Dear Mr. Irvine:

I am writing this letter to voice my support for the proposed developments, The Huntington at Miramonte, The Miramonte and the Miramonte Single Living, located on Moore Road in the Fifth Street Area of Fort Bend County.

Fort Bend Seniors Meals on Wheels is a tax exempt 501(c) 3 not-for-profit organization that serves the community in which these developments will be located and whose primary purpose is to better the community and to enrich the lives of the citizens we serve. With the support of the local communities, we have been able to deliver hot nutritious meals to seniors for the past 44 years, and now serve more than 1,000 seniors each day.

There is a tremendous need for housing that is affordable to the citizens of modest means living in Fifth Street and surrounding areas, and we believe these developments will help meet those needs and provide safe, decent and quality affordable housing that is currently not available.

Sincerely,

Manuela H. Arroyos
CEO, Fort Bend Seniors Meals on Wheels
FORT BEND SENIORS, MEALS ON WHEELS & MUCH MUCH MOR  
PO BOX AA  
RICHMOND, TX 77406-0720

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 12-23-1976  
Sales and use tax, as of 10-24-1989
(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: 17419183136

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.
About Us

Fort Bend Seniors (FBS) is one of Fort Bend County’s oldest non-profit organizations and was born in 1974 by community leaders. During their first year of service, FBS provided 20,000 hot meals.

By 1976, the program became a non-profit organization and in 1981, Fort Bend Seniors joined the United Way of Texas Gulf Coast. FBS is accredited through the Meals on Wheels Association of America as a Certified Nutritional Program.

Through the years, Fort Bend Seniors has evolved and now provides Meals on Wheels services to over 1,000 seniors daily from six site locations throughout Fort Bend County and a site in Waller County. Fort Bend Seniors is the only organization that provides Meals on Wheels to all persons 60 years of age and over regardless of income, even though 85% of FBS’ clients live at or below the poverty level.

Today, FBS provides comprehensive services and programs including Meals on Wheels, congregate meals, transportation, case management, health screenings, information and referral services, recreation and more. Each of these programs and services enables area seniors to remain in their homes and continue to be an integral part of the community for as long as possible.

Fort Bend Seniors looks forward to the next thirty-five years of helping seniors remain independent by providing necessary services and resources to improve their quality of life.

(Click here to view our financial history.) (https://fbs8083.wordpress.com/about-us/fbs-financials/)
Board of Directors
FBS Staff

**ADMINISTRATIVE STAFF**

Manuela Arroyos, Chief Executive Officer (281-633-7055)

Katie Lindemann, Executive Assistant (281-633-7052)

Liz Toomey, Director of Finance (281-633-7059)

Catherine Byrnes, Accountant (281-633-7056)

Leah Halley, Director of Development and Public Relations (281-633-7057)

Sehar Tejani, Communications Specialist (281-633-7023)

Jennifer Cate, Grant Writer (281-633-7063)

Isabel Sanchez, Director of Operations (281-633-7063)

Destinie Ramirez, Meals on Wheels Coordinator (281-633-7051)

Shonda Thomas, Senior Center Coordinator (281-633-7058)

Yolanda Saeng, Case Manager Specialist (281-633-7742)
Demetrius Turner, Case Manager (Fort Bend) (281-633-7718)

Esmeralda Cantu Case Manager (281-633-7059)

Nora Ingle Intake and Referral Worker (281-633-7731)

Rick Branek, Volunteer and Outreach Manager (281-633-7719)

Lisa Camp, Administrative Assistant – Advancement Team (281-633-7049)

Amy Syptak, Program Care Worker (281-633-7049)

SITE MANAGERS

BROOKSHIRE Serving Waller County – Kim Seals (281-822-4240 and 281-822-4200)

FRESNO Serving Fresno, Arcola, East Missouri City – James Waterhouse (281-431-0776)

FULSHEAR Serving Fulshear of Simonton – Lorine Henderson (281-533-9400)

HOMETOWNE on Bevo – Nadine Knipp (281-202-8836)

HUNTINGTON at Sienna – Eddie Holl-Parker (281-431-4222)

KATY WOODLAND PARK – Ted Morgan (281-391-4414)

KENDLETON Serving Kendleton of Beasley – Etta Patterson (979-531-8315)

ROSENBERG – Linda Lovett (281-633-7049)

TRI-CITY – Patricia Duplechain (281-409-2516)

YMCA KATY – Patricia Kube, (281-392-5055)

YMCA FORT BEND – Antoinette “Toni” Burns (281-409-0622)

DRIVERS

Winfred Barber | Robert Grigor | Tommy Manuel

Danny Montemayor | Adolf Moreno | Larry Preuss

Herbert Steele | Abel Tovar | Mary Valdez | Brian Ward
February 8, 2018

Mr. Tim Irvine
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711

Attn: Tax Credit Division

RE: TDHCA #18043 – The Huntington at Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18033 – The Miramonte
Fifth Street CDP; ETJ of Stafford, Texas

TDHCA #18047 – The Miramonte Single Living
Fifth Street CDP; ETJ of Stafford, Texas

Dear Mr. Irvine:

I am writing this letter to voice my support for the proposed developments, The Huntington at Miramonte, The Miramonte and the Miramonte Single Living, located on Moore Road in the Fifth Street Area of Fort Bend County. The Promise Church is a tax exempt 501(c) 3 not-for-profit organization that serves the community in which these developments will be located and whose primary purpose is for the betterment of the community. Through our various ministries and outreach programs we seek to enrich the quality of life, to help those in need and to guide the spiritual growth of the families we serve. We believe that there is a tremendous need for housing that is affordable to the citizens of modest means living in Fifth Street and the surrounding area and these developments will help meet those needs and will provide safe, decent and quality affordable housing that is currently not available.

Sincerely,

Pastor Maceo Smedley
THE PROMISE CHURCH  
1218 MAGNOLIA DALE DR  
FRESNO, TX 77545-9680 

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 08-21-2006  
Sales and use tax, as of 08-21-2006  
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)  
State portion of hotel occupancy tax, religious as of 01-07-2007  
(provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)  

Texas taxpayer identification number: 32020455153

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 Promise Church

Service Starts at: 10:30am Every Sunday
www.promisechurch.org

12033 Hwy 6 | Fresno, Tx 77545

Empowering God’s People | Sharing God’s Promises

Stay Connected
Follow Us On Facebook
Follow Us On Twitter
Where Can I Serve?

Everyone has gifts and those gifts are needed in the church. You’re here because God has given you something our church and the community needs. Discover what that is and get plugged in.

How Do I Meet People?

The Promise Church is not a place for spectators. It is a place for team members. Whether you are a child, or a grandparent, a busy mom, or a businessman with big responsibilities, we want you to be a part of our vibrant church community. Here is how you can learn, serve, and grow at The Promise Church.
MINISTRIES

Children of Promise & Promise Teens

In order to give our youth the best Bible teaching possible, The Promise Church holds a children’s church service and teen ministry in conjunction with the main service. This special time gives kids more opportunity for interaction and learning in a context and manner that may be better suited to their age and learning styles. Our friendly children’s church volunteers have an endless stream of creativity—ranging from crafts, to games, to object lessons. Each Sunday morning, our youth get to participate in their own classes. Bible lessons are taught in such a way that every student gets to participate and learn. Each of the class teachers is carefully screened and thoroughly trained in children’s instruction.

Small Groups

At The Promise, we believe that life is a team sport – best done together! So we want to encourage you to check out a Study Team. It’s a great way to meet new people while growing in your faith. Study Teams are integral to all that we do at The Promise. As our church grows larger on Sunday, we grow smaller during the week. Study Teams are a great way to meet new friends, grow in your relationship with God and make a difference. We encourage everyone to be involved in a Study Team on a weekly basis, and to invite your friends.

Music & Drama

God-honoring worship is something we strive for. Many church members get involved in our music and drama ministry. Some play their instruments. Some are vocalists. Others are involved in the choir. Still others get involved in drama. These volunteers are an important part of the ministry of The Promise Church, using their talents and gifts to glorify God.

Ushers & Greeters

The usher team at The Promise Church fills an important role. They are involved in directing attendees to their seats, ensuring the safety of the building during services, guiding traffic, helping visitors, answering questions, providing direction, unlocking doors, locking doors, and generally ensuring that the service can proceed problem-free. The usher team is a servant-hearted group of men and women whose ministry is integral to church life.

Media & Technology

Using media to spread the gospel is a privilege of The Promise Church. In an age of widespread technology, we have a stewardship to use these tools as best as possible for kingdom purposes. All of our weekly sermons are uploaded to our website in video and audio formats. We also maintain an active Facebook and Twitter feed for additional church communication.

Prayer Warriors

Prayer cannot be overestimated. Prayer moves the hand of God. The Promise Church is a body of believers dependent upon prayer, and committed to God’s sovereignty. Each Sunday, during the morning service, a team of volunteers is praying for the ministry of the Word. Throughout the
week, volunteers to our Prayer Warriors team, pray for their pastor, a list of church members, any special requests, and missionary prayer needs.

G.L.O.W. – Women’s Ministry

G.L.O.W. gives the ladies in our church family special times of interaction. Our women’s group meets once a month, are times of Bible study, prayer (and, of course, food). This group provide a refreshing discipleship opportunity for the women in the church.

Men’s Ministry

The Promise Church’s Men’s Ministry is a time of encouragement, and accountability among men. This ministry is also designed to protect, encourage, and develop men of all ages. Our men’s ministry challenge men to be great husbands and fathers as well as obedient sons.
## Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application. Complete the information below as applicable [§10.205].

### 1. Environmental Site Assessment (ESA) (All Multifamily Applications)

<table>
<thead>
<tr>
<th>Prepared by: Phase Engineering, Inc.</th>
<th>Date of Report: 1/29/2018</th>
</tr>
</thead>
</table>

- [ ] 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.

- [ ] 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.

<table>
<thead>
<tr>
<th>Prepared by: Apartment Marketdata LLC</th>
<th>Date of Report: Feb. 2018</th>
</tr>
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### 4. Property Condition Assessment (PCA)

<table>
<thead>
<tr>
<th>Prepared by: NA</th>
<th>Date of Report:</th>
</tr>
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### 5. Appraisal

<table>
<thead>
<tr>
<th>Prepared by: NA</th>
<th>Date of Report:</th>
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</table>

### 6. Site Design and Development Feasibility Report

|-------------------------------------------------|-----------------------------|
### MARKET ANALYSIS SUMMARY

**Provider:** Apartment MarketData, LLC  
**Contact:** Darrell G Jack  
**Date:**  
**Phone:** (210) 530-0040

**Development:** The Miramonte  
**Target Population:** General  
**Definition of Elderly Age:**

**Site Location**  
Moore Rd.  
City: 5th St. CDP  
County: Fort Bend

**Site Coordinates:**

<table>
<thead>
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<th>Longitude</th>
<th>Latitude</th>
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</thead>
<tbody>
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<td>29.594606</td>
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(Decimal degree format)

**Primary Market Area (PMA) page 32**

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<th>Square Miles</th>
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**CENSUS TRACTS**

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</table>
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
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. Document the hours that the library was open before it closed for renovations and the hours of operation that will apply when it reopens.
2. 16 acre contract calls for acceptance by November 28, 2016. Explain the lapse to the December 2, 2017, date of the escrow receipt.

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 5 pm 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 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5 pm 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 Thursday, June 21, 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)).
June 19, 2018

Mr. Ben Sheppard
Texas Department of Housing & Community Affairs
PO Box 13941
Austin, Texas 78711

RE: 18033 – 9% HTC Application Deficiency Notice 6/14/2018
Miramonte

Dear Ben,

We are in receipt of your Administrative Deficiency notice and respond as follows:

1. Document the hours that the library was open before it closed for renovations and the hours of operation that will apply when it reopens.

The hours of operation for the Missouri City public library before it closed was 45 hours Monday through Saturday. It is unknown what the hours will be when reopened. See attached email from the Communications Specialist.

We understand per the QAP a total of 50 hours or more is required in order to qualify for 1 point; however we listed the library to show the extent and quality of the amenities surrounding the property site location without the need for the opportunity point.

The development currently still scores more than 7 points for the Opportunity Index without utilizing the library point.

2. 16 acre contract calls for acceptance by November 28, 2016. Explain the lapse to the December 2, 2017, date of the escrow receipt.

The acceptance date was erroneously included in the Commercial Contract – Unimproved Property for the 16-acre tract ("Contract") by the broker who prepared the Contract. The negotiations for the Contract were conducted in September 2017, so an acceptance date in November 2016 was obviously a mistake. Neither party noted the erroneous acceptance date, however, but agreed to terms on September 28, 2017 (the day after the offer was submitted to the seller). The parties placed the Contract into escrow on October 2, 2017, the acknowledged effective date (See page 13 of the 16-acre Contract. Please note that the December 8, 2017 Effective Date is for the 12-acre tract.) The parties further memorialized the Contract by execution of the First Amendment effective on January 4, 2018, where each of the two contracts was referenced and identified by its Effective Date.
June 19, 2018

Please let us know if you should have any additional questions or require additional information.

Sincerely,

MGROUP HOLDINGS, INC.

Mark B. Musemeche

MDM/oe
Hi, Ms. Elizondo – Yes, the hours that you have for the Missouri City Branch Library before it closed for renovations are correct. We don’t have a re-opening date yet – we anticipate that the library will re-open in late fall 2018. As far as we know at this time, the hours will remain the same after the library re-opens. Thank you for checking! Please let me know if I can be of further assistance.

Michele Pettigrew
Communications Specialist
Fort Bend County Libraries
281-633-4734
Find us on Facebook!

Ms. Pettigrew,

Thank you for taking my call earlier today wherein we discussed the hours of the library before the renovations began which were as follows: Please confirm.

Monday - 12 to 6 pm

Tuesday/Thursday - 10 to 6 pm
Wed - 10 to 9 pm

Friday - Noon to 5 pm

Saturday - 10 to 5 pm

Sunday - closed

If available, can you provide the hours of operation that will apply when the library re-opens.

I appreciate your assistance. Thank you.

Ofelia Elizondo

**MGROUP + ARCHITECTS, INC.**

1013 Van Buren  Houston, Texas 77019  713.522.4141  713.522.9775(F)

oelizondo@sbeglobal.net

Virus-free. [www.avast.com](http://www.avast.com)

**Attachments**

- image001.jpg (350B)
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. The development includes elevator served buildings, yet all of the accessible mobility units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

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 July 2, 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.

**Nicole Fisher**
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

*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)).*
June 26, 2018

Ms. Nicole Fisher
Texas Department of Housing & Community Affairs
PO Box 13941
Austin, Texas 78711

RE: 18033 – 9% HTC Application Deficiency Notice 6/25/2018
Miramonte

via Serv-U system

Dear Nicole,

We are in receipt of your deficiency notice dated June 25, 2018 and respond as follows:

1. The development includes elevator served buildings, yet all of the accessible mobility units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

Please see attached floor plans that reflect mobility impaired and visual hearing impaired on all floors of the building.

Please let us know if you should have any additional questions.

Sincerely,

MGROUP HOLDINGS, INC.

Mark D. Musemeche

MDM/oe
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 18033, The Miramonte

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 120
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 120
Difference between Requested and Awarded: 0

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 5
Points Awarded for §11.9(d)(1) Local Government Support: 17
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Section 3:
Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 158

Section 5:
Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:
NA

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Wednesday, June 27, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
April 30, 2018

Via Electronic Mail and Hand Delivery

Texas Department of Housing and Community Affairs
Attn.: Ms. Marni Holloway, Dir of Multifamily Finance
Attn.: Ms. Sharon Gamble, 9% HTC Program Administrator
221 East 11th Street
Austin, Texas 78701

RE: The Miramonte, TDHCA #18033
   The Huntington at Miramonte, TDHCA #18043
   Miramonte Single Living, TDHCA #18047
   Third Party Request for Administrative Deficiency

Dear Ms. Holloway and Gamble:

We represent the applicant for Fairmont Seniors, TDHCA #18339. On behalf of our client and in accordance with Section 11.10 of the 2018 QAP, our client is requesting that staff consider whether the matters described in this letter and supporting documentation should be the subject of one or more Administrative Deficiencies.

The development sites for these three applications are contiguous to one another. Because issues addressed in this letter affect all of the applications, we thought it best to present them in one letter. A copy of this request is being delivered concurrently to a representative for Applications #18033, #18043 and 18047.

The fees for these three requests accompany this request in the form of a check from our client.
Background Facts

The pre-applications for #18033, #18043, and #18047 use the same physical address for the site:

<table>
<thead>
<tr>
<th>Address</th>
<th>Moore Road (between Court Rd &amp; 5th St)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Fifth Street CDP</td>
</tr>
<tr>
<td>Zip Code</td>
<td>77477</td>
</tr>
<tr>
<td>ETJ?</td>
<td>Yes</td>
</tr>
<tr>
<td>County</td>
<td>Fort Bend</td>
</tr>
</tbody>
</table>

All of the pre-applications included two purchase and sale contracts from the same seller. There was a contract for 16 acres out of a 38.199 acre tract out of a 52.5 acre tract (“Contract A”) and a contract for 12.4 acres out of a 38.199 acre tract out of a 52.5 acre tract (“Contract B”). The pre-application for #18033 identified Contract A as its source of site control. The pre-application for #18047 identified Contract B as its source of site control. Exhibit A depicts the two tracts that are the subjects of Contract A and Contract B and is excerpted from the site control documentation provided by the applicants. The pre-application for #18043 included a partial assignment of contract that purports to give that applicant site control over approximately 7 acres, as part of the tract from Contract A and part of the tract from Contract B.

The pre-application for #18033 identified 107 low-income units and 35 market rate units, for a total of 142 units. The pre-application for #18043 identified 96 low-income units and 32 market units, for a total of 128 units. The pre-application for #18047 identified 56 low-income units and 18 market rate units, for a total of 74 units.

The applicants submitted notifications for these three applications to public officials in early January. A copy of the notifications was obtained from the Mayor of the City of Stafford on a public information request, and is attached as Exhibit B (the "Original Notifications").

The applications for #18033, #18043, and #18047 use the same physical address for the site:
The application for #18033 presented an amendment to Contract A and Contract B, reducing the proposed acreage for the development from 16 acres to 6.4 acres. The application for #18047 presented an amendment to Contract A and Contract B, increasing the proposed acreage for the development from 12.4 acres to 13.4 acres. The application for #18043 presented an amendment to Contract A and B, acknowledging that approximately 7 acres had been assigned to a third party. The resulting tracts for these three pre-applications are depicted on Exhibit C.

The application for #18033 identified 87 low-income units and 37 market rate units, for a total of 124 units. This was a decrease in low-income units by 20 and an increase in market rate units by 2, for a total decrease in units by 18. The application for #18043 identified 95 low-income units and 29 market units, for a total of 124 units. This was a decrease in low-income units by 1 and a decrease in market units by 3, for a total decrease in units by 4. The application for #18047 identified 55 low-income units and 13 market rate units, for a total of 68 units. This was a decrease in low-income units by 1 and a decrease in market rate units by 5, for a total decrease in units by 6.

The applicants updated the Original Notifications for these three applications, submitting to public officials in late February. A copy of the letter was obtained from the Mayor of the City of Stafford on a public information request, and is attached as Exhibit D (the "Notification Update").

The Rules

Section 10.203(3) of the Uniform Multifamily Rules (the "Rules") governs the content of notification to public officials:

(3) Contents of Notification.
   (A) The notification must include, at a minimum, all information described in clauses (i) - (vi) of this subparagraph.
      (i) the Applicant's name, address, individual contact name, and phone number;
      (ii) the Development name, address, city and county;
      (iii) a statement indicating the program(s) to which the Applicant is applying with the Texas Department of Housing and Community Affairs;
      (iv) whether the Development proposes New Construction, Reconstruction, Adaptive Reuse or Rehabilitation;
      (v) the physical type of Development being proposed (e.g. single family homes, duplex, apartments, high-rise etc.); and
      (vi) the total number of Units proposed and total number of low-income Units proposed.
   (B) The Applicant must disclose that, in accordance with the Department's rules, aspects of the Development may not yet have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided;
   (C) The notification may not contain any false or misleading statements. Without limiting the generality of the foregoing, the
notification may not create the impression that the proposed Development will serve a Target Population exclusively or as a preference unless such targeting or preference is 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; and

(D) Notifications or any other communications may not contain any statement that violates Department rules, statute, code, or federal requirements.

If certain aspects of an application change between the time of pre-application and application, Section 10.203 requires the applicant to re-notify the elected public officials:

If notifications were made in order to satisfy requirements of pre-application submission (if applicable to the program) for the same Application, then no additional notification is required at Application. However, re-notification is required by all Applicants who have submitted a change from pre-application to Application that reflects a total Unit increase of greater than 10 percent or a 5 percent increase in density (calculated as units per acre) as a result of a change in the size of the Development Site.

Requests for Administrative Deficiency

Issues with Re-notification.

Our client questions whether the Notification Update properly complied with the Rules. First, the Rule states that "re-notification is required." Re-notification implies a re-issuance of the original notification, not an update to the original notification. TDHCA provides applicants with a form of notification to be utilized. The applicants for these three applications certified that "all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules." See Exhibit E. The Notification Update did not include all of the information required pursuant to Section 10.203(3) of the Rules and therefore does not constitute a re-notification.

Secondly, the Notification Update is misleading in that it does not give the reader any context to understand the change in density that is the subject of the letter. The letter merely states what the new density will be. It does not describe how that new density compares to the density previously anticipated. Density is derived from two factors – the number of units proposed and the acreage of the development site. The Original Notifications included the number of units proposed but not the acreage of the development site. The Notification Update includes neither the number of units proposed nor the acreage of the development sites. The mandate in Section 10.203 is intended to help a public official understand "a change from pre-application to Application" that the official might consider material. Merely listing a density figure does not aid the public official's understanding and is not consistent with the requirement in the Rule. It is incumbent upon the applicant to explain what is changing, and the applicants failed to do this.
Proximity of Development Sites.

Section 11.3(g) of the Qualified Allocation Plan (the "QAP") states:

If two or more Competitive HTC Applications that are proposing Developments serving the same Target Population on contiguous sites are submitted in the same program year, the lower scoring Application, including consideration of tie-breaker factors if there are tied scores, will be considered a non-priority Application and will not be reviewed unless the higher scoring Application is terminated or withdrawn.

Our client seeks to confirm that this provision of the QAP will be applied to applications #18033 and #18047. Looking at Exhibit C and the real estate purchase documentation, it is clear that all three developments are part of one unified site plan. MGroup Holdings, through its principal Mark Musemeche, took control of the entire site. Mr. Musemeche’s company serves as the architect for all three developments, even though one of them, #18043, is now controlled by a third party.

With regard to applications #18033 and 18047, they propose to serve the same Target Population, and they are clearly on contiguous sites. The applicants will note that the two sites are actually separated by a 10 foot drainage easement retained by the seller, as shown on Exhibit F. There does not appear to be any logical reason for the seller to retain this drainage easement, since the seller is not retaining any surrounding land. The site design feasibility report shows drainage moving from detention to a roadside ditch at the front of the properties along Moore Road. The detention ponds for #18033 and #18047 appear to drain into the seller’s easement and then to the ditch. The drainage could be handled without the seller retaining an easement. Seller’s retention of a 10 foot easement for drainage should not be utilized for the purpose of avoiding a rule. The tracts for #18033 and #18047 should be deemed contiguous.

Closing

Thank you for your consideration in this request. If you require any further information or clarification, please feel free to contact us.

Sincerely,

Cynthia L. Bast

cc: Nantucket Housing, LLC
Matt Fuqua
Nathan Kelley
Exhibit A – 16 acre tract for Contract A and 12.4 acre tract for Contract B
Exhibit B – Original Notifications
Exhibit C – Site Plan for Three Developments (Tracts 1, 2, and 3)
Exhibit D – Notification Updates
Exhibit E – Notification Certification
Exhibit F – Seller's 10 Foot Drainage Easement
Exhibit A

16 acre tract for Contract A and 12.4 acre tract for Contract B
Exhibit B

Original Notifications
January 4, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

In accordance with the Texas Department of Housing & Community Affairs rules, aspects of the development may not yet have been determined or selected or may be subject to change, such as changes to amenities ultimately selected and provided.

In the spring, the Department will hold public hearings in various locations around the state to gather input on competitive HTC applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA’s Public Comment Center website later this year.

Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for "Miramonte Single Living" to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

In accordance with the Texas Department of Housing & Community Affairs rules, aspects of the development may not yet have been determined or selected or may be subject to change, such as changes to amenities ultimately selected and provided.

In the spring, the Department will hold public hearings in various locations around the state to gather input on competitive HTC applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

/MDM/

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

OGC Huntington Miramonte Apartments, LP is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Huntington at Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community for persons 62 years of age and older and is comprised of approximately 128 units of which 75% are anticipated to be affordable with income restrictions.

In accordance with the Texas Department of Housing & Community Affairs rules, aspects of the development may not yet have been determined or selected or may be subject to change, such as changes to amenities ultimately selected and provided.

In the spring, the Department will hold public hearings in various locations around the state to gather input on competitive HTC applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

Please contact our office if you should have any questions.

Sincerely,

OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

Mark D. Musemeche
Authorized representative

MDM/oe
Exhibit C

Site Plan for Three Developments (Tracts 1, 2, and 3)
Exhibit D

Notification Updates
February 26, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: The Miramonte TDHCA #18033
     The Huntington at Miramonte TDHCA #18043
     Miramonte Single Living TDHCA #18047

         Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

   The Miramonte – 19.37 units per acre density
   Miramonte Single Living – 5 units per acre density
   The Huntington at Miramonte – 6.88 units per acre density

We are grateful that you and the City Council of Stafford have supported our efforts to bring the Miramonte Village to the community and we look forward to working with the City.

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

/Mark D. Musemeche
Representative for the developments

MDM/oe
Exhibit E

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

Casey M. Oldham

Printed Name

2/15/18

Date

Notarize on next page
Exhibit F

Seller's 10 Foot Drainage Easement
Site plan - The Miramonte single living

property is located in Stafford ETJ thus has no zoning nor
parking requirements
parking provided:
136 spaces (68 covered attached and 68 open tandem)
5 leasing parking spaces
5 total ho parking spaces of which 2 are van accessible

141 total parking spaces or 2.07 per unit and 2.0 per unit without charge to tenant
the site is located outside any 100yr floodplain
on site detention is required and is shown with conceptual pond layout
13.4 gross acre
May 7, 2018

By Email to sharon.gamble@tdhca.state.tx.us
Ms. Sharon Gamble, Administrator
Housing Tax Credits Competitive Round
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

RE:  #18033 The Miramonte;
     #18043 Huntington at Miramonte;
     #18047 Miramonte Single Living;
     Deficiency Notice from Sharon Gamble dated April 30, 2018.

Dear Ms. Gamble:
This is in response to the Deficiency Notice sent to Mark Musemeche by email on April 30, 2018, which encompasses the three 9% Applications set out above. The Deficiency Notice is pursuant to a Third Party Request for Administrative Deficiency (“RFAD”) filed by Locke Lord on April 30, 2018. Although the RFAD raised several concerns, per the instructions in the Deficiency Notice, we are only responding to the issue you raised concerning re-notification:

Provide evidence that the appropriate re-notifications were made timely and address the requester's concern regarding the information included in the “Notification Update”.

Notifications Sent for Pre-Application Were Complete and Timely Sent.
Notifications dated January 4, 2018 (the “Notifications”) were complete and accurate, contained all information required and were sent to all required persons. The rules do not require that the acreage of the Development Site or the density of the Development be provided in either the Notifications or in the Pre-Application, and they were not. The Notifications were sent to 16 recipients for each proposed project. Copies of the Notifications and the delivery back-up for each of the proposed projects is attached as Exhibit A. Please note that delivery of the Notifications going to the same address was made in a single Federal Express envelope with individual envelopes inside.
Notification Updates Dealing with Density were Timely Sent.
Out of the information provided in the Notification, only the Total Units and the Low-Income Units changed in the Application, and they did not change sufficiently to trigger a re-notification under §10.203 of the Rules. However, §10.203 has a problematic reference to changes in density, and provides that re-notification is required if there is a change in density of 5%. [We are interpreting this language to mean “5% or more” since otherwise the rule is too specific to be operable.] The provision is problematic because the current QAP and Rules do not require that density be revealed in the Notification, nor is there sufficient information for a Notification recipient to calculate density.

Looking at the Pre-Applications, the unit count is shown, but subject to the proviso that there is leeway under §10.203 to change the unit count between Pre-Application and Application. The specific acreage of the proposed project is not included in the Pre-Application. For these reasons, there is no “base” density determination provided to Notification recipients from which an increase of 5% can be measured. Although the Notifications and Pre-application do not show density, Mr. Musemeche was meeting with various governmental officials to present the three projects, and the materials he provided to them might be construed as providing representations concerning density. In an effort to be very transparent, although a re-notification was not required under the Rules, Mr. Musemeche chose to send out a letter dated February 26, 2018 (the “Update”), indicating the density of each of the three Developments as presented in the final Application. He did not show the percentage of “increase” in density, because no baseline had been established in the Notifications. Depictions of the proposed Developments changed during January and February, so that the clearest way to advise the Notification recipients of the density was to provide the final density number for each Development. This was done for the three Developments in a single Update. Copies of the Updates sent and the delivery backup materials are attached as Exhibit B.

RFAD Questions Information Provided in Notification Update.
The RFAD questions whether the Updates properly complied with the Rules because (i) the TDHCA form of Notification was not used; and (ii) the Updates included neither the number of units proposed nor the acreage of the Development Sites.

The Updates represented an effort to meet the requirements of §10.203 of the Rules when there was no established mechanism to advise Notification recipients of a change in density because density was never required to be revealed to the Notification recipients. We point out that if Mr. Musemeche had followed what the RFAD suggests, and used the Template Notification, absolutely no information would have been provided concerning project density! Although the Template is there for applicants’ guidance, to send out the TDHCA form of Notification in this circumstance would have been a travesty of the intent of the Rule. In fact, we strongly believe that at any time a re-notification is needed, the only information that needs to be transmitted is the specific item of information that has changed since the original Notification was sent. We note that the provisions of §10.203(3)(A) establish the required information for a “notification” – but nothing at all is said about what information must be included in a “re-notification”.
Summary.
In an effort to (i) be extremely clear to the persons entitled to receive Notifications, and (ii) comply with the requirement in Section 10.203 that changes in density of 5% (or more) be acknowledged, Mr. Musemeche sent out an Update explaining that the finalized site resulted in a specified density of units per acre. The Update did not specify that the density had increased – because there was no base line established in the Notification or the Pre-Application. Instead, Mr. Musemeche sent an informational Update stating that the density had changed (as it had, whether through an increase or a decrease) and specifying the actual density of each development based upon the actual acreage in the Development Site submitted. In doing so, Mr. Musemeche was making a good faith effort to comply with the requirements of §10.203 concerning notifying regarding a change in density. Please note that he could have simply sent out the January 4th form of Notification on February 26th, but the recipients would not have been any better informed, due to the glitch in the Rules. The fact that Mr. Musemeche did not use the Public Notification Template means that the issue of density was more prominently addressed in the February Letter, because it was the only matter discussed.

In view of the foregoing, and Mr. Musemeche’s clear effort to comply with the intent of §10.203, even though the mechanism for such compliance was “broken”, we respectfully request that you accept the Update as being an appropriate means of complying with the spirit of the Rule. We further request that methodology for providing an adequate and relevant re-notification be addressed in the 2019 QAP and Rules.

Very truly yours,

Tamea A. Dula

Exhibits A-B

cc: Mark Musemeche mgroupinc@sbcglobal.net
Hunter Goodwin hunter.goodwin@oldhamgoodwin.com
Casey Oldham casey.oldham@oldhamgoodwin.com
Barry J. Palmer bpalmer@coatsrose.com
EXHIBIT A

NOTIFICATIONS
18033 The Miramonte
January 4, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

In accordance with the Texas Department of Housing & Community Affairs rules, aspects of the development may not yet have been determined or selected or may be subject to change, such as changes to amenities ultimately selected and provided.

In the spring, the Department will hold public hearings in various locations around the state to gather input on competitive HTC applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA’s Public Comment Center website later this year.

Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Council Member Arthur J. Honore
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Honore,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

/mark

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Council Member Wen Guerra  
City of Stafford  
210 South Main St.  
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Guerra,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.  
By: MGroup Holdings, Inc.

[Signature]  
Mark D. Musemeche  
Vice-President

MDM/oe
January 4, 2018

Council Member Don Jones
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Jones,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Museneche
Vice-President

MDM/oe
January 4, 2018

Council Member Ken Mathew  
City of Stafford  
210 South Main St.  
Stafford, Texas 77477  

RE: Proposed Housing Tax Credit Project – Miramonte  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477  

Dear Council Member Mathew,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.  
By: MGroup Holdings, Inc.

/\MDM  
Mark D. Musemeche  
Vice-President  
MDM/oe
January 4, 2018

Council Member Virginia Rosas
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Rosas,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemecche
Vice-President

MDM/oe
January 4, 2018

Council Member Cecil Willis
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Willis,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

/MDM/

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

County Judge Robert Hebert
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Judge Hebert,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

/MDM/

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

County Commissioner Vincent Morales Jr., Precinct 1
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Morales,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

County Commissioner Grady Prestage, Precinct 2
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Prestage,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

County Commissioner Andy Meyers, Precinct 3
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Meyers,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

County Commissioner James Patterson  
Fort Bend County  
301 Jackson St.  
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Miramonte  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Patterson,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.  
By: MGroup Holdings, Inc.

/Mark D. Musemeche  
Vice-President

MDM/oe
January 4, 2018

Superintendent Charles E. Dupre
Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Superintendent Dupre,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Ms. Kristin K. Tassin, President
Board of Trustees, Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: Proposed Housing Tax Credit Project – Miramonte
    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear President Tassin,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Representative Ron Reynolds  
Texas House of Representatives, District 27  
P.O. Box 2910  
Austin, Texas 78768

RE: Proposed Housing Tax Credit Project – Miramonte  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Representative Reynolds,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE PARTNERS, LTD.  
By: MGroup Holdings, Inc.

Mark D. Museneche  
Vice-President

MDM/oe
January 4, 2018

Senator Borris L. Miles
Texas State Senate District 13
P.O. Box 12068
Austin, Texas 78711

RE: Proposed Housing Tax Credit Project – Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Senator Miles,

Miramonte Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community and is comprised of approximately 142 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
18043 Huntington at Miramonte
January 4, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

OGC Huntington Miramonte Apartments, LP is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Huntington at Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community for persons 62 years of age and older and is comprised of approximately 128 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

\[\underline{\text{MDM}}\]

Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

Council Member Arthur J. Honore
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Honore,

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Sincerely,

OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

[Signature]

Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

Council Member Wen Guerra  
City of Stafford  
210 South Main St.  
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project — Huntington at Miramonte  
Moore Road (between Court Rd & 5th Street) — Stafford ETJ, Texas 77477

Dear Council Member Guerra,

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

Mark D. Musemeche  
Authorized representative

MDM/oe
January 4, 2018

Council Member Don Jones
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Jones,

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Sincerely,

OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

Mark D. Musemeche
Authorized representative

MDM oe
January 4, 2018

Council Member Ken Mathew
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Mathew,

OGC Huntington Miramonte Apartments, LP is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Huntington at Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community for persons 62 years of age and older and is comprised of approximately 128 units of which 75% are anticipated to be affordable with income restrictions.

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

[Signature]

Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

Council Member Virginia Rosas
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Rosas,

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Council Member Cecil Willis
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Willis,

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Mark D. Musesmeche
Authorized representative

MDM/oe
January 4, 2018

County Judge Robert Hebert  
Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Judge Hebert,

OGC Huntington Miramonte Apartments, LP is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Huntington at Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community for persons 62 years of age and older and is comprised of approximately 128 units of which 75% are anticipated to be affordable with income restrictions.

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Mark D. Musemeche
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January 4, 2018

County Commissioner Vincent Morales Jr., Precinct 1
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Morales,

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Mark D. Musemeche
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January 4, 2018

County Commissioner Grady Prestage, Precinct 2
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project -- Huntington at Miramonte
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January 4, 2018

County Commissioner Andy Meyers, Precinct 3
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

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Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

County Commissioner James Patterson
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Housing Tax Credit Project — Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) — Stafford ETJ, Texas 77477

Dear Commissioner Patterson,

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

Superintendent Charles E. Dupre
Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Superintendent Dupre,

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

Ms. Kristin K. Tassin, President
Board of Trustees, Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear President Tassin,

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

Mark D. Musemeche
Authorized representative

MDM/oe
January 4, 2018

Representative Ron Reynolds  
Texas House of Representatives, District 27  
P.O. Box 2910  
Austin, Texas 78768

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Representative Reynolds,

OGC Huntington Miramonte Apartments, LP is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Huntington at Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community for persons 62 years of age and older and is comprised of approximately 128 units of which 75% are anticipated to be affordable with income restrictions.

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

[Signature]

Mark D. Musemeche  
Authorized representative

MDM/oe
January 4, 2018

Senator Boris L. Miles
Texas State Senate District 13
P.O. Box 12068
Austin, Texas 78711

RE: Proposed Housing Tax Credit Project – Huntington at Miramonte
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Senator Miles,

OGC Huntington Miramonte Apartments, LP is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Huntington at Miramonte” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is an apartment community for persons 62 years of age and older and is comprised of approximately 128 units of which 75% are anticipated to be affordable with income restrictions.

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OGC HUNTINGTON MIRAMONTE APARTMENTS, LP

[Signature]

Mark D. Musemeche
Authorized representative

MDM/oe
18047 Miramonte Single Living
January 4, 2018

Mayor Leonard Scarcella  
City of Stafford  
210 South Main St.  
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE SF PARTNERS, LTD.  
By: MGroup Holdings, Inc.

/MDM/

Mark D. Musemeche  
Vice-President

MDM/oe
January 4, 2018

Council Member Arthur J. Honore
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Honore,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Council Member Wen Guerra
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Guerra,

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MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Council Member Don Jones
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Jones,

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Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Council Member Ken Mathew
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

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/ MDM

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Council Member Virginia Rosas  
City of Stafford  
210 South Main St.  
Stafford, Texas 77477

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January 4, 2018

Council Member Cecil Willis
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
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Dear Council Member Willis,

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301 Jackson Street
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301 Jackson St.
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Richmond, Texas 77469

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living

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In the spring, the Department will hold public hearings in various locations around the state to gather input on competitive HTC applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA’s Public Comment Center website later this year.

Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

County Commissioner James Patterson, Precinct 4
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Patterson,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

[signature]
Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Superintendent Charles E. Dupre
Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Superintendent Dupre,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

/MDM/
Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Ms. Kristin K. Tassin, President
Board of Trustees, Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear President Tassin,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.
Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Representative Ron Reynolds
Texas House of Representatives, District 27
P.O. Box 2910
Austin, Texas 78768

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Representative Reynolds,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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Please contact our office if you should have any questions.

Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

[Signature]
Mark D. Musemeche
Vice-President

MDM/oe
January 4, 2018

Senator Borris L. Miles
Texas State Senate District 13
P.O. Box 12068
Austin, Texas 78711

RE: Proposed Single Family Housing Tax Credit Project – Miramonte Single Living
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Senator Miles,

Miramonte SF Partners, Ltd. is making an application for Housing Tax Credits through the Texas Department of Housing & Community Affairs for “Miramonte Single Living” to be located at Moore Road between Court Road & 5th Street in the ETJ of Stafford, Fort Bend County, Texas 77477. This New Construction development is a single family community and is comprised of approximately 74 units of which 75% are anticipated to be affordable with income restrictions.

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Sincerely,

MIRAMONTE SF PARTNERS, LTD.
By: MGroup Holdings, Inc.

/Mark D. Musemeche/
Vice-President

MDM/oe
Delivery Backup for January 4, 2018
Notifications
Your package has been delivered

Tracking # 771144312841

Ship date: Thu, 1/4/2018
Signed for by: R.WORTINGTON
Delivery location: STAFFORD, TX
Delivered to: Receptionist/Front Desk
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 1/5/2018 by 10:30 am

Delivery date: Fri, 1/5/2018 8:40 am
Mayor Scarcella & Council members
City of Stafford
2610 South Main St.
STAFFORD, TX 77477
US

Your package has been delivered to the destination address and is now available for delivery.

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:45 AM CST on 01/05/2018.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.
Your package has been delivered

Tracking # 771144336941

Ship date: Thu, 1/4/2018

Ofelia Elizondo
MGROUP
HOUSTON, TX 77019
US

Delivery date: Fri, 1/5/2018 9:47 am
Co Judge Hebert & Commissioners
Fort Bend County
301 JACKSON ST
RICHMOND, TX 77469
US

Delivered

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 771144336941
Status: Delivered: 01/05/2018 09:47 AM Signed for By: A.OCHOA
Reference: Miramonte notices
Signed for by: A.OCHOA
Delivery location: RICHMOND, TX
Delivered to: Mailroom
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 1/5/2018 by 10:30 am

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:52 AM CST on 01/03/2016.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.
Your package has been delivered

Tracking # 771144348739

Ship date: Thu, 1/4/2018
Ofelia Elizondo
MGROUP
HOUSTON, TX 77019
US

Delivery date: Fri, 1/5/2018 9:42 am
Superintendent Dupre & Pres Tassin
Fort Bend ISD
16431 LEXINGTON BLVD
SUGAR LAND, TX 77479
US

Delivered

Shipment Facts
Our records indicate that the following package has been delivered.

Tracking number: 771144348739
Delivered: 01/05/2018 09:42 AM Signed for By: L.MARESH

Reference: Miramonte notices
Signed for by: L.MARESH

Delivery location: SUGAR LAND, TX
Delivered to: Receptionist/Front Desk
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 1/5/2018 by 10:30 am

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:47 AM CST on 01/05/2018.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.
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<th>COMPLETE THIS SECTION ON DELIVERY</th>
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<td>A. Signature</td>
</tr>
<tr>
<td>Senator Boris L. Mikes</td>
<td></td>
</tr>
<tr>
<td>District 13</td>
<td>X</td>
</tr>
<tr>
<td>Texas State Senate</td>
<td>Agent</td>
</tr>
<tr>
<td>P.O. Box 12068</td>
<td>Addresssee</td>
</tr>
<tr>
<td>Austin, TX 78711</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td></td>
<td>Joseph Frausto</td>
</tr>
<tr>
<td></td>
<td>C. Date of Delivery</td>
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<tr>
<td></td>
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<td>2. Article Number</td>
<td>D. Is delivery address different</td>
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<td>If YES, enter delivery address</td>
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<td>1. Article Addressed to:</td>
<td>A. Signature</td>
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<tr>
<td>Representative Ron Reynolds</td>
<td></td>
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<tr>
<td>District 29</td>
<td>X</td>
</tr>
<tr>
<td>Texas House of Representatives</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 2910</td>
<td>Agent</td>
</tr>
<tr>
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<td>Addresssee</td>
</tr>
<tr>
<td>2. Article Number</td>
<td>B. Received by (Printed Name)</td>
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<td></td>
<td>Yes</td>
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</tbody>
</table>
Senator Borris L. Miles, District 13
Texas State Senate
P.O. Box 12068
Austin, Texas 78711
Representative Ron Reynolds, District 27
Texas House of Representatives
P.O. Box 2910
Austin, Texas 78768
EXHIBIT B

UPDATES

All Applications
February 26, 2018

Mayor Leonard Scarcella
City of Stafford
210 South Main St.
Stafford, Texas 77477

via federal express

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Mayor Scarcella,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

The Miramonte – 19.37 units per acre density  
Miramonte Single Living – 5 units per acre density  
The Huntington at Miramonte – 6.88 units per acre density

We are grateful that you and the City Council of Stafford have supported our efforts to bring the Miramonte Village to the community and we look forward to working with the City.

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

/Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Council Member Arthur J. Honore
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Honore,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemecche
Representative for the developments

MDM/oe
February 26, 2018

Council Member Wen Guerra
City of Stafford
210 South Main St.
Stafford, Texas 77477

via federal express

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Guerra,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

The Miramonte – 19.37 units per acre density
Miramonte Single Living – 5 units per acre density
The Huntington at Miramonte – 6.88 units per acre density

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Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Council Member Don Jones
City of Stafford
210 South Main St.
Stafford, Texas 77477

RE: The Miramonte TDHCA #18033
The Huntington at Miramonte TDHCA #18043
Miramonte Single Living TDHCA #18047

Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Jones,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Council Member Ken Mathew
City of Stafford
210 South Main St.
Stafford, Texas 77477

via federal express

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Mathew,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Council Member Virginia Rosas
City of Stafford
210 South Main St.
Stafford, Texas 77477

via federal express

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Rosas,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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    The Huntington at Miramonte – 6.88 units per acre density

We are grateful that you and the City Council of Stafford have supported our efforts to bring the Miramonte Village to the community and we look forward to working with the City.

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Council Member Cecil Willis  
City of Stafford  
210 South Main St.  
Stafford, Texas 77477

via federal express

RE: The Miramonte TDHCA #18033  
The Huntington at Miramonte TDHCA #18043  
Miramonte Single Living TDHCA #18047  
Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Council Member Willis,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

County Judge Robert Hebert
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

via federal express

RE: The Miramonte TDHCA #18033
The Huntington at Miramonte TDHCA #18043
Miramonte Single Living TDHCA #18047

Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Judge Hebert,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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We are grateful that you and the County Commissioners have supported our efforts to bring the Miramonte Village to the community and we look forward to working with the County.

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

County Commissioner Vincent Morales Jr., Precinct 1  
Fort Bend County  
301 Jackson St.  
Richmond, Texas 77469

via federal express

RE: The Miramonte TDHCA #18033  
The Huntington at Miramonte TDHCA #18043  
Miramonte Single Living TDHCA #18047

Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Morales,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche  
Representative for the developments

MDM/oe
February 26, 2018

County Commissioner Grady Prestage, Precinct 2
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047
    
    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Prestage,

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Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche
Representative for the developments

MDM
February 26, 2018

County Commissioner Andy Meyers, Precinct 3
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

via federal express

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Meyers,

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Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

County Commissioner James Patterson, Precinct 4
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Commissioner Patterson,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

The Miramonte – 19.37 units per acre density
Miramonte Single Living – 5 units per acre density
The Huntington at Miramonte – 6.88 units per acre density

We are grateful that you and the County Commissioners have supported our efforts to bring the Miramonte Village to the community and we look forward to working with the County.

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Superintendent Charles E. Dupre
Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

via federal express

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear Superintendent Dupre,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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The Huntington at Miramonte – 6.88 units per acre density

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Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Ms. Kristin K. Tassin, President
Board of Trustees, Fort Bend ISD
16431 Lexington Blvd
Sugarland, Texas 77479

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

Dear President Tassin,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Miramonte Single Living – 5 units per acre density
The Huntington at Miramonte – 6.88 units per acre density

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Representative Ron Reynolds
Texas House of Representatives, District 27
P.O. Box 2910
Austin, Texas 78768

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Representative Reynolds,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

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Miramonte Single Living – 5 units per acre density
The Huntington at Miramonte – 6.88 units per acre density

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
February 26, 2018

Senator Borris L. Miles
Texas State Senate District 13
P.O. Box 12068
Austin, Texas 78711

RE: The Miramonte TDHCA #18033
    The Huntington at Miramonte TDHCA #18043
    Miramonte Single Living TDHCA #18047

    Moore Road (between Court Rd & 5th Street) – Stafford ETJ, Texas 77477

The Honorable Senator Miles,

You may recall we notified you on January 4, 2018 about our proposed Miramonte developments in the Stafford ETJ. Since that time, we have refined the development program for each application and wanted to let you know that the site density has changed slightly from what was originally anticipated. Please be advised that if the projects are approved by the Texas Department of Housing & Community Affairs, the density per acre will be as follows for each development.

The Miramonte – 19.37 units per acre density
Miramonte Single Living – 5 units per acre density
The Huntington at Miramonte – 6.88 units per acre density

Please contact our office if you should have any questions.

Sincerely,

MGroup Holdings, Inc.

[Signature]

Mark D. Musemeche
Representative for the developments

MDM/oe
Subject: FedEx Shipment 771590410587 Delivered
From: TrackingUpdates@fedex.com (TrackingUpdates@fedex.com)
To: oelizondo@sbcglobal.net
Date: Tuesday, February 27, 2018 8:55 AM

Your package has been delivered

Tracking # 771590410587

Ship date: Mon, 2/26/2018
Delivery date: Tue, 2/27/2018 8:50 am

Ofelia Elizondo
MGROUP
HOUSTON, TX 77019
US

Mayor Scarcella & Council Members
City of Stafford
2910 South Main St
STAFFORD, TX 77477
US

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 771590410587
Status: Delivered: 02/27/2018 08:50 AM Signed for By: T.WORTINGTON
Reference: 2018 rev notify letters
Signed for by: T.WORTINGTON
Delivery location: STAFFORD, TX
Delivered to: Receptionist/Front Desk
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 2/27/2018 by 10:30 am

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:55 AM CST on 02/27/2018.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.
Your package has been delivered

Tracking # 771590617900

Ship date: Mon, 2/26/2018

Delivered: 02/27/2018 09:31 AM

Delivered to: Ofelia Elizondo
MGROUP
HOUSTON, TX 77019
US

Deliverer location: Fort Bend County
301 JACKSON ST
RICHMOND, TX 77469
US

Signed for by: Judge Hebert & County Commissioners

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number: 771590617900

Status: Delivered

Reference: 2018 rev notify letters

Signed for by: Y.GARCIA

Delivery location: RICHMOND, TX

Delivered to: Mailroom

Service type: FedEx Priority Overnight

Packaging type: FedEx Envelope

Number of pieces: 1

Weight: 0.50 lb.

Special handling/Services: Deliver Weekday

Standard transit: 2/27/2018 by 10:30 am

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:34 AM CST on 02/27/2018.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.
Subject: FedEx Shipment 771590700058 Delivered
From: TrackingUpdates@fedex.com (TrackingUpdates@fedex.com)
To: oelizondo@abcglobal.net;
Date: Tuesday, February 27, 2018 9:38 AM

Your package has been delivered

Tracking # 771590700058

Ship date: Mon, 2/26/2018

Delivery date: Tue, 2/27/2018 9:32 am

Delivered

Superintendent Dupre & Pres
KTassin
Fort Bend ISD
16431 Lexington Blvd
SUGAR LAND, TX 77479
US

Shipment Facts

Our records indicate that the following package has been delivered:

Tracking number: 771590700058
Status: Delivered: 02/27/2018 09:32 AM Signed for by: B.CRUICE
Reference: 2018 rev notify letters
Signed for by: B.CRUICE
Delivery location: SUGAR LAND, TX
Delivered to: Receptionist/Front Desk
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 2/27/2018 by 10:30 am

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:38 AM CST on 02/27/2018.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.
**Domestic Return Receipt**

### Round 1

<table>
<thead>
<tr>
<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</td>
<td>A. Signature</td>
</tr>
<tr>
<td>Print your name and address on the reverse so that we can return the card to you.</td>
<td>B. Received by (Printed Name)</td>
</tr>
<tr>
<td>Attach this card to the back of the mailpiece, or on the front if space permits.</td>
<td>C. Date of Delivery</td>
</tr>
</tbody>
</table>

1. Article Addressed to:  
   Representative Roy Reynolds  
   Texas House of Representatives  
   District 29  
   P.O. Box 2910  
   Austin, TX 78768

2. Article Number  
   (Transfer from service label)  
   7004 0750 0003 0083 4841

PS Form 3811, August 2001  
Domestic Return Receipt  
102596-02-M-1540

### Round 2

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<th>SENDER: COMPLETE THIS SECTION</th>
<th>COMPLETE THIS SECTION ON DELIVERY</th>
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</thead>
<tbody>
<tr>
<td>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</td>
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<td>Attach this card to the back of the mailpiece, or on the front if space permits.</td>
<td>C. Date of Delivery</td>
</tr>
</tbody>
</table>

1. Article Addressed to:  
   Senator Borriss L. Miles  
   Texas State Senate  
   District 13  
   P.O. Box 12068  
   Austin, TX 78711

2. Article Number  
   (Transfer from service label)  
   7004 0750 0003 0083 4834

PS Form 3811, August 2001  
Domestic Return Receipt  
102596-02-M-1540
May 23, 2018

Ms. Cynthia Bast  
Locke Lord, LLC  
600 Congress, Ste. 2200  
Austin, TX 78701

Mr. Nathan Kelley  
NH Fairmont LP  
4001 W. Sam Houston Pkwy N., Ste. 100  
Houston, TX 77043

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18033 THE MIRAMONTE, 18043 THE HUNTINGTON AT MIRAMONTE, AND 18047 MIRAMONTE SINGLE LIVING

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of a Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Applications above to determine whether the Applicant appropriately re-notified elected public officials, and whether the Development Sites for 18033 and 18047 should be considered contiguous pursuant to 10 TAC §11.3(g) related to Proximity of Development Sites. Regarding the request related to re-notification, staff determined that an Administrative Deficiency was appropriate for the request, and issued an Administrative Deficiency on April 30, 2018. The response to the deficiency notice was received timely and included the Applicant’s explanation regarding the re-notification. Regarding the request related to the proximity of the Development Sites, staff has determined that an Administrative Deficiency was not appropriate as a determination could be made without one.

Per the Applicant, the re-notification was sent because 10 TAC §10.203 references “changes in density, and provides that re-notification is required if there is a change in density of 5%.” Pursuant to the rule:

“If notifications were made in order to satisfy requirements of pre-application submission (if applicable to the program) for the same Application, then no additional notification is required at Application. However, re-notification is required by all Applicants who have submitted a change from pre-application to Application that reflects a total Unit increase of greater than 10 percent or a 5 percent increase in density (calculated as units per acre) as a result of a change in the size of the Development Site.”
REQUEST FOR ADMINISTRATIVE DEFICIENCY
May 23, 2018
Page 2

The Applicant states, "[w]e note that the provisions of §10.203(3)(A) establish the required information for a ‘notification’ – but nothing at all is said about what information must be included in a ‘re-notification’". Staff reviewed the rule and determined that, indeed, it does not address the information to be included when an Applicant re-notifies. It is unclear whether or not the applicant must re-notify according to all of the requirements under 10 TAC 10.203 or notify regarding just the total unit increases that are greater than 10% or a 5% as mentioned in the introductory paragraph of the rule. Therefore, either manner would be sufficient.

Staff reviewed documentation in the Application regarding the proximity of the Development Sites of Applications 18033 and 18047 and determined that the drainage reserve to be retained by the seller that lies between the two sites makes the sites non-contiguous. Therefore, the requirement in 10 TAC §11.3(g) that if two or more Applications that are proposing Developments serving the same Target Population on contiguous sites are submitted in the same program year, the lower scoring Application will be considered a non-priority Application does not apply to these two Applications.

I find that the issues regarding re-notification raised in your request were sufficiently answered through the Applicant’s response to the Administrative Deficiency, and that 10 TAC §11.3(g) is not applicable to these Applications. Pursuant to Per 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

[Signature]
Marni Holloway
Multifamily Division Director

Cc: Mark Musemeche
Hunter Goodwin
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department’s underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Wednesday, June 20, 2018** (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole 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 Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE:** Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1.

**Income and Expenses**

a. Please provide a breakdown of secondary income ($29.26), as well as a narrative supporting this figure.
b. Please provide a narrative supporting market rent premiums over 60% units.
c. Please provide a letter from the management company supporting the 3.48% management fee.
d. Please provide a staffing plan supporting the $201,000 Payroll figure
e. Please provide documentation/narrative supporting the $766 per unit Repairs and Maintenance figure.
f. Please provide any comp(s) and/or a narrative that helped you to determine the Utility figure.
g. Please provide a Property insurance quote, supporting the $90,000 figure.
h. Please explain how the Property Tax figure was determined?
i. Please provide documentation supporting the $3,500.00 for Supportive Services.

**Response:**

See attached letter.

2.

**Building**

a. Will the building contain breezeways or corridors? Yes.
b. Please confirm that the building will contain a centralized water heating system. 

c. Will there be a washer/dryer hookup in each unit?

d. Please provide a narrative discussing any upgrades to the units and/or upgrades to the building itself.

e. The two bedroom B.1 units depict bathrooms that are only accessible through one of the bedrooms. Please provide a narrative discussing this layout.

<table>
<thead>
<tr>
<th>Response:</th>
<th>See attached letter.</th>
</tr>
</thead>
</table>

3.

**ESA**

- Please have the ESA provider include a survey of the property in the report.

<table>
<thead>
<tr>
<th>Response:</th>
<th>See attached addendum to the ESA.</th>
</tr>
</thead>
</table>

4.

**Commercial Contract - Unimproved Property**

a. I do not see the Acquisition cost ($869,990) clearly stated in the Commercial Contract - Unimproved Property document. Please provide additional documentation/narrative supporting this figure.

<table>
<thead>
<tr>
<th>Response:</th>
<th>See attached letter.</th>
</tr>
</thead>
</table>

5.

<table>
<thead>
<tr>
<th>Response:</th>
<th></th>
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6.

<table>
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8.

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<thead>
<tr>
<th>Response:</th>
<th></th>
</tr>
</thead>
</table>

9.

<table>
<thead>
<tr>
<th>Response:</th>
<th></th>
</tr>
</thead>
</table>
June 14, 2018

Mr. Jonathan Conley
Texas Department of Housing & Community Affairs
PO Box 13941
Austin, Texas 78711

RE: 18033 – 9% HTC Application Deficiency Notice 6/13/2018
     Miramonte

Dear Jonathan,

We are in receipt of your Request for Information and respond as follows:

1. Income and Expenses
   a. Please provide a breakdown of secondary income ($29.26), as well as a narrative supporting this figure.
      Secondary income of $29.26 per unit per month (or roughly $40,000 per year) was estimated based upon our experience with similar properties. Income sources such as carports ($10,800), application fees, ($500/year); late fees ($11,000/year); damages ($6,500/year); cable/video fees ($6,200/year), Re-letting, vending, miscellaneous and non-refundable pet fees ($5,000/year).

   b. Please provide a narrative supporting market rent premiums over 60% units.
      Market rate units are estimated based upon the comprehensive market analysis of the submarket as outlined in the market study. Our proposed market rents are supported by the market study as well as due to the highly desirable design proposed for the Miramonte.

   c. Please provide a letter from the management company supporting the 3.48% management fee.
      See attached letter from Capstone Management confirming the fee structure. The correct amount is 3.5% of gross collections.

   d. Please provide a staffing plan supporting the $201,000 Payroll figure.
      See attached staffing plan as requested.
e. **Please provide documentation/narrative supporting the $766 per unit Repairs and Maintenance figure.**
   Based upon our experience with similar properties we operate, the annual elevator maintenance contracts and repairs typically run $5,000 per elevator/year; exterminating is based on annual contract; grounds are based on $2,166/month for a 6 acre site; repairs and make ready are based on 20% annual turnover. The Pool expenses of $12,000 per year are based on maintenance contract of $1,000/month.

f. **Please provide any comps and/or a narrative that helped you to determine the Utility figure.**
   Electric is estimated based on similar size properties we own and operate. Water and Sewer is based on rate orders as adopted by the local utility provider.

g. **Please provide a Property insurance quote, supporting the $36,000 figure.**
   See attached copy of insurance invoice of a similar property (Huntington at Sienna Plantation #13026) that is $275 per unit per year. The estimate we used for Miramonte was slightly higher due to estimated market changes 24 months after date of application. ($275 x 124 units = $34,100).

h. **Please explain how the Property Tax figure was determined.**
   Property tax estimate is based upon the proposed NOI and a loaded cap rate of 10% which is typical in Fort Bend County.

i. **Please provide documentation supporting the $3,500.00 for Supportive Services.**
   We anticipate providing supportive services in-house with our in house team. The line item is based on annual costs for educational materials and supplies.

2. Building

a. **Will the building contain breezeways or corridors?** Yes.

b. **Please confirm that the building will contain a centralized water heating system.**
   Yes the building will contain a centralized water heating system.

c. **Will there be a washer/dryer hookup in each unit.**
   Yes each unit will have washer and dryer connections.

d. **Please provide a narrative discussing any upgrades to the units and/or upgrades to the building itself.**
   As shown on the renderings provided in the application, the Miramonte is an innovative and modern design not typically seen in the tax credit industry. The building includes custom vertical batten siding, architectural aluminum die cut railings and sun shading devices; TPO Flat roofing membrane and parapets as well as 2 elevators.
e. The two bedroom B.1 units depict bathrooms that are only accessible through one of the bedrooms. Please provide a narrative discussing this layout. This unit type is a flex design in that the second bedroom can also be used as a study. We have numerous units like the B.1 in our portfolio and have found the design to be highly marketable.

3. ESA
   Please have the ESA provider include a survey of the property in the report. See attached amendment to the ESA with survey included.

4. Commercial Contract – Unimproved Property

a. I do not see the Acquisition cost ($869,900) clearly stated in the Commercial Contract – Unimproved Property document. Please provide additional documentation/narrative supporting this figure.

   The Contract is based on a net acreage outside the ROW at a price of $3.25/foot. The final survey indicates 6.1453 net acres thus a purchase price of $856,605. We inadvertently overstated this amount in the cost schedule and have revised accordingly.

b. I do not see the acreage for this site stated in the contract. Please provide documentation and/or narrative clearing up this question.
   Please see response to 5a above, the contract was subject to final survey.

Please let us know if you should have any additional questions.

Sincerely,

MGROUP HOLDINGS, INC.

Mark D. Musemeche

MDM/oe
June 14, 2018

MGroup Holdings, Inc.
Attn: Mark Musemeche
1013 Van Buren
Houston, TX 77019

RE: #18033
The Miramonte
Stafford ETJ, Texas

VIA EMAIL

Dear Mark,

Please let this letter confirm our fee for full service management of The Miramonte Apartments in Stafford ETJ, Texas, at stabilized operations, shall be 3.5% of the gross monthly revenues collected.

We appreciate the opportunity to manage this asset. Please let me know if you need anything else.

Sincerely,

Matthew C. Lutz
Executive Vice President
## Payroll Forecast

**Miramonte (Multi-Family)**

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>124</th>
</tr>
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<tbody>
<tr>
<td>Lease Commission Rate</td>
<td>50</td>
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<tr>
<td>Renewal Commission Rate</td>
<td>100</td>
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<tr>
<td>Renewal %</td>
<td>70%</td>
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<tr>
<td>Annualized Turnover</td>
<td>30%</td>
</tr>
</tbody>
</table>

- **$8,680 Annual Renewal Commission**
- **$1,860 Annual Lease Commission**

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<tr>
<th>Position</th>
<th>Hours</th>
<th>Rate</th>
<th>Annualized Base</th>
<th>Rent Discount</th>
<th>Annual Discount</th>
<th>Per Paycheck Benefits</th>
<th>Annual Benefits</th>
<th>Lease Commission</th>
<th>Renewal Commission</th>
<th>AIM</th>
<th>Annual Bonus</th>
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</tbody>
</table>

*Assumes shared employees from alternate location

6.14.2018

**Total Payroll** $201,000
Wells Fargo Insurance Services USA, Inc.

PO Box 983
Houston, TX 77001

INVOICE NO. Renewal
DATE September 13, 2017
POLICY NO. See Below

RE: Huntington at Sienna Plantation
4522 Trammel Fresno Rd
Missouri City, TX 77459

CARRIER Various - See Below

Billing Period
September 10, 2017 - September 10, 2018

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<th>DESCRIPTION</th>
<th>TOTAL</th>
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<td>Property Coverage: Axis Surplus Pol #EAF796894-17; Evanston Pol #MKLVIIXP006104; Aspen Specialty Pol #PX006LP17; Somo Pol #PEP48357A0; SRU Various-Gen. Sec. Pol #TR00093911700836; Inti Ins Co of Hannover Pol #HAQS170836; UW at Lloyds Pol #AQS-170836; Boiler &amp; Machinery: Continental Casualty Pol #5099747186; Deductible Buy Back: CertainLiberty Surplus Pol #100273142-01</td>
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<td>Premium</td>
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<td>Surplus Lines Taxes</td>
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<td>Surplus Lines Fees</td>
<td>$41.57</td>
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TOTAL DUE $30,184.91

Make all checks payable to Wells Fargo Insurance Services USA, Inc.

THANK YOU FOR YOUR BUSINESS!

Remit Payment To:
Wells Fargo Ins Services USA, Inc. (HOU)
PO BOX 203383
Dallas, TX 75320-3383

Remit Electronic Payment To:
Wells Fargo Bank N.A.

Account Name: Wells Fargo Insurance Services USA, Inc.
Wire RTN: 1210000248; Bank Account #: 74310000000000740
ACH RTN: 021052053; Bank Account #: 42874722; Ref: 203383
Willis Towers Watson

Remit via Standard US Mail:
Willis of Texas, Inc.
P.O. Box 731739
Dallas, TX 753731739
(972) 385-9800

Huntington at Sienna Plantation
4522 Trammel Fresno Rd
Missouri City, TX 77459

Please return this portion with your payment

Make checks payable to: Willis of Texas, Inc.

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Mt Hawley Ins Co - MGL0174473

Sub-Total: $6,181.50

6/19/2017 Capstone Real Estate Services, Inc.
Invoice No. 1781384
June 14, 2018

Texas Department of Housing and Community Affairs,
a public and official department of the State of Texas
221 East 11th Street
Austin, Texas 78701

Re: Phase Engineering, Inc. Phase I Environmental Site Assessment (ESA) Report
No. 201801022, for the property located along Moore Road between Court Road and 5th Street
Stafford, Fort Bend County, Texas 77447

To Whom It May Concern,

This letter is to certify that the recommendations and conclusions of the Phase I Environmental
Site Assessment relating to the above referenced property completed by Phase Engineering, Inc. and dated February 14, 2018, include the property outlined in the attached survey dated 2/16/2018 and described as a 6.2506 acre tract of land.

Sincerely,

Melanie Edmundson
Principal
Phase Engineering, Inc.
6.2506 ACRES (272,275 SQ. FT.)

6.2506 x .9153 = 6.1453

6.1453 = $856,605
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf