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.
MULTIFAMILY DOCUMENT & PAYMENT RECEIPT

TDHCA | Deliver to: 221 E. 11th St., Austin, TX 78701 | Mail to: PO Box 13941, Austin, TX 78711-3941
(This receipt does not attest to the sufficiency of documentation to fulfill Program requirements.)

Development: Nacogdoches Lofts
Owner: Nacogdoches Lofts Ltd.

Contact: Debra Guerrero Email: dguerrero@peppercom.com Tel: (210) 487-7878

TDHCA Application Number

18052

TDHCA Date/Time Stamp

FEB 27 2018

Select Program of Documents/Payments Submitted (note: HTC = Housing Tax Credits)

[X] 9% HTC (Competitive) [ ] 4% HTC - Tax Exempt Bond Issuer: [X] Direct Loan

Indicate All Documents Submitted

[X] Application [ ] Appraisal [ ] PCA/CNA [X] Primary Market Area Map
[ ] Waiver Request [ ] Community Revitalization Plan [X] Community Input [ ] UNCR Packet

Describe Payment

Check Amount: $ 2,040.00
Check Number: 18555
HTC Application Fee: 102
(full app only)
# of Units: 20
Per unit fee: $ 102
App. Fee

Check Amount: 
Check Number: 

[X] Non-Profit or CHDO
Non-Profit or CHDO Discounted Fee

Describe any special circumstances:

NOTE: Housing Tax Credit Program Applicants that are CHDOs or Qualified Nonprofit Organizations and requesting a fee reduction, must attach a copy of their CHDO certificate of evidence of 501(c)(3) or (4) status to this receipt.

2/27/18

[ ] Check this box to request a copy of the staff-initialed receipt.

Attach Check Here

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

NRP Holdings LLC
5309 Transportation Blvd
Cleveland, OH 44125

First National Bank
4140 East State Street
Hermitage, PA 16148

DATE 02/22/2018

18555

Pay: $ 2,040.00

TO

THE COMMUNITY AFFAIRS
ORDER
OF

TEXAS DEPT. OF HOUSING &
221 E. 11th Street
Austin, TX 78701

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

"00018555" 40431809 29506606"
1a Applicant Certification
2018 Multifamily Uniform Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Nacogdoches Lofts

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.

By: 
Nacogdoches Lofts Ltd.
Applicant Entity Name

Signature of Authorized Representative
J. David Heller

Printed Name
Authorized Representative
Title

Sworn to and subscribed before me on the 9th day of February, 2018
by J. David Heller
(Personalized Seal)

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires
July 13, 2019

Notary Public Signature
Ohio

Notary Public, State of
Lorain
County of
July 13, 2019
My Commission Expires:
9/18/2018
Date
1b Meeting Selection (4% Only)

NOT APPLICABLE
2 Certification, Acknowledgement, and Consent of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

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

_____ 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;

Page 5 of 8
2018 Development Owner Certification, Acknowledgement and Consent

_____ 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

_________________________
J. David Heller
Printed Name

Authorized Representative

Title:  ____________

Date:  2/9/18

THE STATE OF  OHIO  §

COUNTY OF  CUYAHOGA  §

Before me, a notary public, on this day personally appeared  
J. David Heller  , 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 9th  day of February, 2018

(Seal)

ANNE M. TYLER  
Notary Public, State of Ohio  
Recorded in Lorain County  
My Commission Expires  
July 13, 2019

Notary Public Signature
DISCLOSURE STATEMENT PURSUANT TO §10.202(1)(M) 
INELIGIBLE APPLICANTS AND APPLICATIONS 
TERMINATION OF PARTICIPATION IN PROJECTS

The Applicants have reviewed §10.202(1)(M) of the Uniform Multifamily Rules, and make the following disclosures, as it relates to The NRP Group and its affiliates.

In 23 years of developing affordable housing developments, J. David Heller, in his capacity as the Principal of The NRP Group and its affiliates, has been a Principal or owned an interest in Principals of approximately 250 affordable housing developments in 12 different states across the country. In the case of 25 such affordable housing developments, NRP has sold its interest due to any variety of business considerations, including, but not limited to changes in NRP’s business priorities, changes in NRP’s geographic footprint or receipt of a third party offer to purchase NRP’s interest. Each such affordable housing development is listed on the attached Exhibit “A”. In no case has any NRP affiliate been involuntarily terminated as a Principal in an affordable housing development.

None of the 25 referenced developments were located in the State of Texas.
## EXHIBIT "A"

### GENERAL PARTNER INTEREST TRANSFERS

**FOR**

**THE NRP GROUP AND AFFILIATES**

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>DATE OF TRANSFER</th>
<th>TRANSFERRED TO</th>
<th>NOTES</th>
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<tbody>
<tr>
<td><strong>ARIZONA</strong></td>
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<td></td>
</tr>
<tr>
<td>Timberstone I</td>
<td>1/10/2014</td>
<td>AAA T1, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Timberstone II</td>
<td>1/10/2014</td>
<td>AAA T2, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Eagle Cove</td>
<td>1/10/2014</td>
<td>AAA EC, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Indigo Pointe</td>
<td>10/28/2016</td>
<td>AAA EC, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Center Ridge</td>
<td>10/31/2016</td>
<td>AAA CR, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Crystal Pointe (Greenway Cove)</td>
<td>11/8/2017</td>
<td>AAACP, LLC</td>
<td>3rd party purchaser</td>
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<tr>
<td><strong>MICHIGAN</strong></td>
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</tr>
<tr>
<td>Brewer Park</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
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</tr>
<tr>
<td>Eastside Elderly</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Creekside Homes</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>St. John Homes</td>
<td>12/27/2012</td>
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<td>This is an affiliate of the limited partner</td>
</tr>
<tr>
<td>Eastside Homes</td>
<td>12/31/2012</td>
<td>Property Stabilization, Inc.</td>
<td>This is an affiliate of the limited partner</td>
</tr>
<tr>
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<td>Saks Park Homes Development Corporation</td>
<td>This is the co-general partner</td>
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<td>8/1/2013</td>
<td>Conner Creek Elderly Development Corporation</td>
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<td>East Village Homes</td>
<td>5/5/2014</td>
<td>East Village Housing Inc.</td>
<td>This is the co-general partner</td>
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<td>Saratoga Homes</td>
<td>12/31/2013</td>
<td>Saratoga Homes Development Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
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<td>5/5/2014</td>
<td>Ephesus Homes Development Corporation</td>
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<td><strong>NEW MEXICO</strong></td>
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<td>Ventana Cove</td>
<td>1/10/2014</td>
<td>AAA VC, LLC</td>
<td>3rd party purchaser</td>
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<td>Casamera Apartments</td>
<td>12/1/2007</td>
<td>Bethel Development, Inc.</td>
<td>3rd party purchaser</td>
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<td><strong>OHIO</strong></td>
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<td>East Akron Homes Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>North Akron Homes</td>
<td>4/30/2014</td>
<td>East Akron Homes Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>Mansfield IV</td>
<td>7/1/2013</td>
<td>Fairfield Homes, Inc.</td>
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<tr>
<td>Eagle Heights</td>
<td>7/31/2016</td>
<td>Jubilee Urban Renewal Corp</td>
<td>This is the co-general partner</td>
</tr>
</tbody>
</table>
3 Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

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

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

The form must be executed by all individuals included on the organizational chart who are identified under §10.204(2)(A) – (D) of the Uniform Multifamily Rules and who have the ability to exercise control over the Development.

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

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. No hard copy is required, only a scanned copy within the final PDF file.

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
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.
2018 Applicant Eligibility Certification

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

Meghan Garza-Oswald
   Printed Name
Executive Director
   Community Housing Resource Partners, Inc.
   Title

2/28/18
   Date

THE STATE OF TEXAS §
   §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared
Meghan Garza-Oswald, 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 28 day of February, 2018

(Seal)

CATALINA E. BARKER
   Notary Public Signature
   Notary Public-STATE OF TEXAS
   ID# 11738800
   CONN. EXP. 04-04-2020

Page 6 of 6
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Gaye Preston

Printed Name

Board Chair and Treasurer
Community Housing Resource Partners, Inc.

Title

Date

2/08/2018

THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared Gaye Preston, 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 28th day of February, 2018

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID# 11726600
COMM. EXP. 04-04-2020

[Notary Public Signature]
2018 Applicant Eligibility Certification

By:  

Christopher Kinne  
Printed Name
Board Director  
Community Housing Resource Partners, Inc.  
Title

28 FEBRUARY 2018  
Date

THE STATE OF TEXAS  

COUNTY OF BEXAR  

Before me, a notary public, on this day personally appeared Christopher Kinne, 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 28th day of February, 2018

(Seal)

CATALINA E. BARKER  
NOTARY PUBLIC: STATE OF TEXAS  
ID# 11726600  
COMM. EXP. 04-04-2020

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Victor Nivens

Printed Name
Board Director
Community Housing Resource Partners, Inc.

Title

2/28/2018

Date

THE STATE OF  TEXAS  §

COUNTY OF  BEXAR  §

Before me, a notary public, on this day personally appeared Victor Nivens, 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 24th day of February, 2018.

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID# 11726600
COMM. EXP. 04-04-2020

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature of Authorized Representative]

______________________________
Christian Reed-Ogba
Printed Name
Board Director
Community Housing Resource Partners, Inc.
Title

2/28/2018
Date

THE STATE OF	TEXAS

COUNTY OF	BEXAR

Before me, a notary public, on this day personally appeared
Christian Reed-Ogba, 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 28th day of February, 2018

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID No. 11726600
COMM. EXP. 04-04-2020

Notary Public Signature
2018 Applicant Eligibility Certification

By: ______________________________________

Signature of Authorized Representative

Allison Hu

Printed Name

Board Director
Community Housing Resource Partners, Inc.

Title

2.27.2018

Date

THE STATE OF  TEXAS  §

§

COUNTY OF  BEXAR  §

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

Allison Hu, 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 27th day of February, 2018

(Seal)

[Stamp with Notary Public Information]

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Penelope Boyer, Ph.D.

Printed Name

Board Director

Community Housing Resource Partners, Inc.

Title

Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared Penelope Boyer, Ph.D., 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 28 day of February, 2018

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID# 11726600
COMM. EXP. 04-04-2020

Notary Public Signature
2018 Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Mary Hada

Printed Name

Board Director

Community Housing Resource Partners, Inc.

Title

2/26/18

Date

THE STATE OF OHIO §

COUNTY OF CUYAHOGA §

Before me, a notary public, on this day personally appeared Mary Hada, 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)

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires
July 13, 2019

Notary Public Signature
By: Tracey Kirksey

Signature of Authorized Representative

Tracey Kirksey

Printed Name

Board Director

Community Housing Resource Partners, Inc.

Title

2/26/18

Date

THE STATE OF OHIO §

COUNTY OF CUYAHOGA §

Before me, a notary public, on this day personally appeared Tracey Kirksey, 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)

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires July 13, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________
    Signature of Authorized Representative

Melissa Cabello-Havrda
    Printed Name
Board Director
Community Housing Resource Partners, Inc.
    Title
    2/28/18
    Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared Melissa Cabello-Havrda, 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 28th day of February, 2018

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID # 11728800
COMM. EXP. 04-04-2020

__________________________
Notary Public Signature
By: ____________________________

Signature of Authorized Representative

Juan Cano

Printed Name

Board Director
Community Housing Resource Partners, Inc.

Title

02/28/2018

Date

THE STATE OF  TEXAS  §

COUNTY OF  BEXAR  §

Before me, a notary public, on this day personally appeared
Juan Cano, 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 28th day of February, 2018

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID 11726800
COMM. EXPIRED 04-04-2020

Notary Public Signature
2018 Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

__________________________
Staci Hinson

Printed Name

Board Director
Community Housing Resource Partners, Inc.

Title

2/28/18

Date

THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared
Staci Hinson __________________________, 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 28th day of February, 2018

(Seal)

CATALINA E. BARKER
NOTARY PUBLIC - STATE OF TEXAS
ID No. 11726690
COMM. EXP. 04-04-2020

Notary Public Signature
2018 Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Melissa P. Aguillon

Printed Name

President, Aguillon & Associates LLC

Title

Date

2/20/18

THE STATE OF Texas

COUNTY OF Texas

Before me, a notary public, on this day personally appeared Melissa Aguillon, 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 20th day of February, 2018

(Seal)

DEBBIE S. COOK
Notary Public Signature

Notary Public, State of Texas
My Comm. Exp. 06-16-2020
ID No. 585457-8

Page 6 of 6
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Thomas R. Aguillon
Printed Name

Member, Aguillon & Associates
Title

2/20/18
Date

THE STATE OF Texas
COUNTY OF Bexar

Before me, a notary public, on this day personally appeared Thomas R. Aguillon, 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 20th day of February, 2018

(Seal)

DEBBIE S. COOK
Notary Public, State of Texas
My Comm. Exp. 06-16-2020
ID No. 535457-8

Page 6 of 6
By: __________________________
Signature of Authorized Representative

J. David Heller
Printed Name

______________________________
Title

2/9/18
Date

THE STATE OF OHIO

COUNTY OF CUYAHOGA

Before me, a notary public, on this day personally appeared J. David Heller, 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 9th day of February, 2018

(Seal)

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires July 13, 2019

Notary Public Signature
DISCLOSURE STATEMENT PURSUANT TO §10.202(1)(M)
INELIGIBLE APPLICANTS AND APPLICATIONS

TERMINATION OF PARTICIPATION IN PROJECTS

The Applicants have reviewed §10.202(1)(M) of the Uniform Multifamily Rules, and make the following disclosures, as it relates to The NRP Group and its affiliates.

In 23 years of developing affordable housing developments, J. David Heller, in his capacity as the Principal of The NRP Group and its affiliates, has been a Principal or owned an interest in Principals of approximately 250 affordable housing developments in 12 different states across the country. In the case of 25 such affordable housing developments, NRP has sold its interest due to any variety of business considerations, including, but not limited to changes in NRP’s business priorities, changes in NRP’s geographic footprint or receipt of a third party offer to purchase NRP’s interest. Each such affordable housing development is listed on the attached Exhibit “A”. In no case has any NRP affiliate been involuntarily terminated as a Principal in an affordable housing development.

None of the 25 referenced developments were located in the State of Texas.
## EXHIBIT "A"

### GENERAL PARTNER INTEREST TRANSFERS

**FOR**

**THE NRP GROUP AND AFFILIATES**

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>DATE OF TRANSFER</th>
<th>TRANSFERRED TO</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARIZONA</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timberstone I</td>
<td>1/10/2014</td>
<td>AAA T1, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Timberstone II</td>
<td>1/10/2014</td>
<td>AAA T2, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Eagle Cove</td>
<td>1/10/2014</td>
<td>AAA EC, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Indigo Pointe</td>
<td>10/28/2016</td>
<td>AAA EC, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Center Ridge</td>
<td>10/31/2016</td>
<td>AAA CR, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Crystal Pointe (Greenway Cove)</td>
<td>11/8/2017</td>
<td>AAACP, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td><strong>MICHIGAN</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brewer Park</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Eastside Elderly</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Creekside Homes</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>St. John Homes</td>
<td>12/27/2012</td>
<td>Workout Assistance Solutions Trust, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Pinegree Homes</td>
<td>12/31/2012</td>
<td>Property Stabilization, Inc.</td>
<td>This is an affiliate of the limited partner</td>
</tr>
<tr>
<td>Eastside Homes</td>
<td>12/31/2012</td>
<td>Property Stabilization, Inc.</td>
<td>This is an affiliate of the limited partner</td>
</tr>
<tr>
<td>Saks Park Homes</td>
<td>4/1/2014</td>
<td>Saks Park Homes Development Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>Conner Creek Elderly</td>
<td>8/1/2013</td>
<td>Conner Creek Elderly Development Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>East Village Homes</td>
<td>5/5/2014</td>
<td>East Village Housing Inc.</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>Saratoga Homes</td>
<td>12/31/2013</td>
<td>Saratoga Homes Development Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>Ephesus Homes</td>
<td>5/5/2014</td>
<td>Ephesus Homes Development Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td><strong>NEW MEXICO</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ventana Cove</td>
<td>1/10/2014</td>
<td>AAA VC, LLC</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td>Casamera Apartments</td>
<td>12/1/2007</td>
<td>Bethel Development, Inc.</td>
<td>3rd party purchaser</td>
</tr>
<tr>
<td><strong>OHIO</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warren Elderly I</td>
<td>12/31/2013</td>
<td>NCR of Warren Senior Housing, Inc.</td>
<td>This is the co-general partner</td>
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<tr>
<td>Warren Elderly II</td>
<td>1/31/2014</td>
<td>NCR of Warren Senior Housing II, Inc.</td>
<td>This is the co-general partner</td>
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<td>South Akron Homes</td>
<td>8/28/2013</td>
<td>East Akron Homes Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>North Akron Homes</td>
<td>4/30/2014</td>
<td>East Akron Homes Corporation</td>
<td>This is the co-general partner</td>
</tr>
<tr>
<td>Mansfield IV</td>
<td>7/1/2013</td>
<td>Fairfield Homes, Inc.</td>
<td>The GP and LP agreed to sell to the 3rd party mgt co.</td>
</tr>
<tr>
<td>Eagle Heights</td>
<td>7/31/2016</td>
<td>Jubilee Urban Renewal Corp</td>
<td>This is the co-general partner</td>
</tr>
</tbody>
</table>
Multifamily Direct Loan Certification
**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
Multifamily Direct Loan Certification

I (We) hereby make application to the Texas Department of Housing and Community Affairs (the "Department") for an award of Multifamily Direct Loan funds, which may be composed of HOME Investment Partnerships Program ("HOME"), Tax Credit Assistance Program Repayment Funds "TCAP RF," Neighborhood Stabilization Program Round 1 Program Income ("NSP1 PI"), and/or National Housing Trust Fund ("NHTF"). The undersigned hereby acknowledges that an award by the Department does not warrant that the Development is deemed qualified to receive such award. I (We) agree 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 Multifamily Direct Loan; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save 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 decision concerning this application for Multifamily Direct Loan funds or the use of information concerning the Multifamily Direct Loan.

On behalf of the Applicant and all affiliates of the Applicant (hereinafter "Applicant"), I (We) hereby certify that the Applicant is familiar with the state Rules, as published in 10 TAC Chapters 1, 2, 10, and 13, as well as Chapters 11 and 12 as applicable. 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) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the Multifamily Direct Loan are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made and the Department may rely on any such statements.

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 Department will disqualify the Applicant and may hold the Applicant ineligible to apply for Multifamily Direct Loan funds or until any issue of restitution is resolved. If false information is discovered after the award of
Multifamily Direct Loan funds, the Department may terminate the Applicant’s written agreement and recapture all Multifamily Direct Loan funds expended.

I (We) shall not, in the provision of services, or in any other manner discriminate against any person on the basis of age, race, color, religion, sex, national origin, familial status, or disability. Verification of any of the information contained in this application may be obtained from any source named herein.

I (We) have written below the name of the individual authorized to execute the Multifamily Direct Loan agreement and any and all future Multifamily Direct Loan commitments and contracts related to this application. If this individual is replaced by the organization, I (We) must inform the Department within 30 days of the person authorized to execute agreements, commitment and/or contracts on behalf of the Applicant.

I (We) certify that no person or entity that would benefit from the award of Multifamily Direct Loan funds has committed to providing a source of match.

I (We) certify that I (We) will meet, Texas Minimum Construction Standards, 2010 ADA Standards for Accessible Design, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973 as further detailed in 10 TAC Chapter 1, Subchapter B. I (We) certify that the Development will meet all local building codes or standards that may apply as well as the Uniform Physical Conditions Standards in 24 CFR §5.705.

I (We) certify that if Department funds have a first lien position in the project for which assistance is being requested, assurance of completion of the development will be provided in the form of payment and performance bonds in the full amount of the construction contract, running to the Department as obligee, or equivalent guarantee in the sole determination of the Department.

I (We) certify that if refinancing is a component of the proposed development the Applicant must confirm that Multifamily Direct Loan funds will not be used to replace loans, grants or other financing by any other Federal program, or in violation of the provisions of 10 TAC §13.3(e).

I (We) certify that if other federal or governmental assistance is used in the financing of this development I (We) will notify the Texas Department of Housing and Community Affairs.

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, I (We), am 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 Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Name of Applicant of the violation.

On behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR Part 92, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the HOME Investment Partnerships Program and all Developments eligible to receive HOME funds will comply with such rules during the application process and, in the event of award of HOME funds, for the duration of the proposed Development.

If applying under the Supportive Housing/Soft Repayment set-aside, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the interim Housing Trust Fund rule, as published in 24 CFR Part 93, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the NHTF and all Developments eligible to receive NHTF funds will comply with such rules during the application process and, in the event of award of NHTF funds, for the duration of the proposed Development.

**Lead Based Paint**

I (We) certify that documentation of compliance with the Texas Environmental Lead Reduction Rules in 25 TAC Chapter 295, Subchapter I or 24 CFR Part 35 (Lead Safe Housing Rule), as applicable, will be maintained in project files. I (We) understand that for Developments subject to 24 CFR Part 25, standard forms are available in the Federal Register, as indicated by the sources noted below.

1) **Applicability** 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from 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 covered by 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.

Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Multifamily Direct Loan Notice of Funding Availability (NOFA) approved by the Department’s Governing Board on December 15, 2016, for which I (We) am applying.

I (We) understand that housing units subsidized by Multifamily Direct Loan funds must be affordable to low, very low or extremely low-income persons. I (We) understand that mixed income rental developments may only receive funds for units that meet the Multifamily Direct Loan affordability standards. I (We) understand that all Applications intended to serve persons with disabilities must adhere to the Department’s Integrated Housing Rule at 10 TAC §1.15.

I (We) understand that, pursuant to 10 TAC §13.11(p), all contractors, consulting firms, Borrowers, Development Owners and Contract Administrators must sign and submit the appropriate documentation with each draw to attest that each request for payment of Multifamily Direct Loan funds is for the actual cost of providing a service and that the service does not violate any conflict of interest provisions in 24 CFR Part 92.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the Department. 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 Department in a satisfactory format on or before the application deadline for funds or other assistance pursuant to 10 TAC §1.3(b). I (We) certify that, the Development will meet the broadband infrastructure requirements of 81 FR 92626, and that these costs are included in the Application.

All applicants applying under the 2018-1 Multifamily Direct Loan Notice of Funding Availability (NOFA) must read and initial after each of the following sections regarding federal cross cutting requirements in the boxes below.
HUD Section 3

I (We) hereby agree that the work to be performed in connection with any award of HOME or NHTF funds is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. I (We) agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. For more information about HUD Section 3, please reference the TDHCA website dedicated to Section 3 at: http://www.tdhca.state.tx.us/program-services/hud-section-3/index.htm

[Signature]

(Initial)

Environmental

I (We) understand that the environmental effects of each activity carried out with an award of HOME funds must be assessed in accordance with the provisions of National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §4321 et seq.) and the related activities listed in HUD’s implementing regulations at 24 C.F.R. parts 50, 51, 55 and 58 (NEPA regulations). Each such activity must have an environmental review completed and support documentation prepared complying with the NEPA and NEPA regulations. No loan may be committed to an activity before the completion of the environmental review process, including the requirements of 24 CFR Part 58, and the Department has provided written clearance.

The Department as the Responsible Entity must ensure that environmental effects of the property are assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities listed in HUD’s implementing regulations at 24 CFR Parts 50 and 58.

I (We) certify that all parties involved in any aspect of the development process began the project with no intention of using Federal assistance.

I (We) certify that as of the date of the Multifamily Direct Loan application all project work, other than as allowed in 24 CFR. Part 58, has ceased.

I (We) understand that the environmental effects of each activity carried out with an award of NHTF funds must be assessed in accordance with the provisions of CPD Notice 16-14.
I (We) certify that I (we) have read and understand the requirements in 24 CFR §58.22 or CPD Notice 16-14, and I (we) understand that acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize any federal funding.

I (We) certify that we will not engage in any choice limiting actions until the site has achieved Environmental Clearance as required in CPD Notice 16-14 or 24 CFR. Part 58, as applicable. *Choice-limiting activities include but are not limited to these examples:*

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
- Signing a construction contract.

Relocation and Anti-Displacement

The property proposed for this Application is _____ is not ___ X ____ occupied. (check one)

If occupied, the occupant(s) are owners _________ tenants _______

Displacement of Existing Tenants

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and implementing regulations at 49 CFR Part 24. Consistent with the goals and objectives of activities assisted under the Act and HUD Handbook 1378, if the Development is eligible for federal funds the Applicant must prepare and submit the following to TDHCA with the Multifamily Uniform Application:

1) A detailed explanation of the reasons for displacement relocation;
2) A detailed plan of the relocation, including evidence of comparable replacement housing;
3) A copy of the General Information Notice (signed by the tenant or sent Certified Mail, return recipient requested) sent to all tenants on the Rent Roll listed with the Multifamily Direct Loan Application, and
4) Estimated costs and funding sources available to complete the permanent relocation.

Demolition and Conversion

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to 24 CFR Part 42 and Development Owner will replace all occupied and vacant
occupable low-income housing that is demolished or converted to a use other than low-income housing as a direct result of the project. All replacement housing will be provided within three (3) years after the commencement of the demolition or conversion. Before receiving a commitment of federal funds for a project that will directly result in demolition or conversion, the project owner will make the information public in accordance with 24 CFR Part 42 and submit the information to TDHCA along with the following information in writing at application:

1) The location map, address, and number of dwelling units by bedroom size of lower income housing that will be demolished or converted to use other than as lower income housing as a direct result of the project;
2) A time schedule for the commencement and completion of the demolition and conversion;
3) To the extent known, the location, map, address, and number of dwelling units by bedroom size of the replacement housing that has been or will be provided;
4) The amount and source of funding and a time schedule for the provision of the replacement housing;
5) The basis for concluding that the replacement housing will remain lower income housing beyond the date of initial occupancy;
6) Information demonstrating that any proposed replacement of housing units with similar dwelling units (e.g. a 2-bedroom unit with two 1-bedroom units) or any proposed replacement of efficiency or SRO units with units of a different size is appropriate and consistent with the housing needs of the community; and
7) The name and title of the person or persons responsible for tracking the replacement of lower income housing and the name and title of the person responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any housing or the conversion of lower-income housing to another use.

(Initial)
2018 Multifamily Direct Loan Certification

By: ____________________________

Signature of Authorized Representative

J. David Heller

Printed Name

Authorized Representative

Title

2/19/18

Date

THE STATE OF OHIO

§

COUNTY OF CUYAHOGA

§

§

Before me, a notary public, on this day personally appeared ___ J. David Heller ____________, 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 _____ day of ______, 2018

(Seal)

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires
July 13, 2019

Notary Public Signature
5 Applicant Information Page
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: Jason Arechiga</td>
<td>Phone: (210) 487-7878</td>
</tr>
<tr>
<td>Email: <a href="mailto:jarechiga@nrpgroup.com">jarechiga@nrpgroup.com</a></td>
<td>na</td>
</tr>
<tr>
<td>Mailing Address: 200 Concord Plaza, Suite 900</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78216</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Debra Guerrero</td>
<td>Phone: (210) 487-7878</td>
</tr>
<tr>
<td>Email: <a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
<td>na</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Sarah Andre</td>
<td>Phone: (512) 698-3369</td>
</tr>
<tr>
<td>Email: <a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>na</td>
</tr>
<tr>
<td>Mailing Address: 702 San Antonio Street</td>
<td></td>
</tr>
<tr>
<td>Austin, TX 78701</td>
<td></td>
</tr>
</tbody>
</table>
Competitive Housing Tax Credit Selection Self-Score
# Competitive Housing Tax Credit Selection Self-Score

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## Criteria Promoting Development of High Quality Housing

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<tr>
<th>Point Item Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
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<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
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</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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</tbody>
</table>

High Quality Housing Total: 17

## Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
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<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
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<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
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</tr>
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<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>5</td>
</tr>
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<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
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<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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</tr>
</tbody>
</table>

Serve and Support Texans Most in Need Total: 51

## Criteria Promoting Community Support and Engagement

<table>
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<tr>
<th>Point Item Description</th>
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<tbody>
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<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
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</tr>
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</tr>
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<td>Quantifiable Community Participation</td>
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<td>Concerted Revitalization Plan</td>
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Community Support and Engagement Total: 11

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

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<tr>
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<tr>
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<td>§11.9(e)(2)</td>
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<td>Pre-application Participation</td>
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<td>§11.9(e)(8)</td>
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Efficient Use of Limited Resources and Applicant Accountability Total: 43

Point Deductions: §11.9(f)

Total Application Self Score: 122
# Competitive Housing Tax Credit Selection Self-Score

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High Quality Housing Total: 16

## Criteria to Serve and Support Texans Most In Need

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Serve and Support Texans Most in Need Total: 51

## Criteria Promoting Community Support and Engagement

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Community Support and Engagement Total: 11

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

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Efficient Use of Limited Resources and Applicant Accountability Total: 43

## Point Deductions

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<tbody>
<tr>
<td>§11.9(f)</td>
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</tr>
</tbody>
</table>

Total Application Self Score: 121
Site Info Form Part I
If revised form submitted, date of submission: ____________________

## Site Information Form Part I

### 1. Development Address (All Programs)

| Nacogdoches Road north of Spring Farm Street | San Antonio |
| Address | City |
| 978218 | Bexar |
| Region | Zip |
| 78218 | County |
|  | Urban |

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

| 48029121809 | No | Median Household Income: 66679.00 | Quartile: 2q | Poverty Rate: 12 |
| Census Tract Number | QCT? | The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted. |

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

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

- **X** Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))

- **X** One Mile Three Year Rule. The proposed Development is located outside an MSA or in a county with a population of less than one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))

- **X** Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

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

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

Resident of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stahl Elementry</td>
<td>K through 5</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Harris Middle</td>
<td>6 through 8</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Madison High</td>
<td>9 through 12</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If revised form submitted, date of submission: ____________________
Site Info Part I – Supporting Documents
Supporting Documentation for the Site Information Form Part I

- **X** Street Map with Site Drawn and Identified
- **X** Census Tract Map with Development Site Identified
  
  [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)
- **n/a** Twice the State Average of Units Per Capita
  
  Resolution
- **n/a** One Mile Three Year Resolution or evidence
  
  of other exception
- **n/a** Housing Tax Credit Units per Total Household
  
  Resolution
- **X** Evidence of Zoning and/or Evidence of Re-Zoning Process
- **X** Evidence of Flood Zone Designation
- **X** Educational Quality (all Applications)
  
  - **X** School Attendance Zone Map with Development labeled;
  - **X** 2017 TEA accountability information for each school;
  - **na** 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.
- **na** For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of
  
  the Uniform Multifamily Rules is included
- **na** 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
Location Map

Nacogdoches Lofts
Nacogdoches Road N of Spring Farm Street
San Antonio, Texas
Census Tract Map

48029121809 Is Not a Qualified Census Tract

Nacogdoches Lofts | Nacogdoches Rd N of Spring Farm Street
San Antonio, Texas
January 9, 2018

Brown & Ortiz
112 E. Pecan Street, Suite 1360
San Antonio, TX 78205

SUBJECT: ZV2018151: NCB 15831 P-5; Nacogdoches Road, San Antonio, TX

To Whom It May Concern:

As of the date of this letter, the property referenced above is zoned “C-2 AHOD” Commercial Airport Hazard Overlay District. The property was rezoned from Temporary “R-1” Single-Family Residence District to “B-1” Business District, “B-2” Business District by Ordinance 49828, dated September 21, 1978. The “B-1” portion of the property was rezoned to “B-2” Business District by Ordinance 65287, dated July 2, 1987. The property converted from “B-2” to the current “C-2” Commercial District with the adoption of the 2001 Unified Development Code (UDC), established by Ordinance 93881, on May 3, 2001.

Per Section 35-D101 (d) of the Unified Development Code, Multi-Family Dwellings developed at thirty-three (33) units or less per acre are a permitted use for any tract or parcel zoned under the 1965 districts as “B-1” or “B-2” prior to the adoption date of this chapter, so long as such tract is not the subject of rezoning in accordance with the provisions of this chapter and remain within the "C-1" and "C-2" zoning districts. In addition, a portion of the property is part of the “UZROW” Unzoned Right of Way and cannot be developed for multi-family uses.

Please reference Articles III and V of San Antonio’s UDC for lot dimension and building criteria, including outside storage and display standards, height limitations, buffer requirements, building setbacks, and minimum and maximum parking requirements. If you wish to ensure compliance with the current building code or with development standards and other regulations in the UDC, which may require the review of building/site plans, please contact a Development Services Department Engineer at (210) 207-8281 to discuss or to schedule a more in-depth preliminary plan review.

For information on the enforcement of building and development code requirements including the issuance of building permits, records of zoning code violations and certificates of occupancy, please contact the Customer Services Section of our Department at (210) 207-1111. If we may be of further assistance, please contact Daniel Hazlett, the Planner who worked on your request, at (210) 207-0107 or via email at Daniel.Hazlett@sanantonio.gov. Thank you.

Cordially,

[Signature]
Legan Sparrow
Principal Planner
AN ORDINANCE

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

* * * * * * * * * * * * * * * * * * * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. That Section 42-22 of Chapter 42 of the City Code that constitutes the comprehensive zoning ordinance of the City of San Antonio be and the same is hereby amended, so that it shall hereafter include the following described changes in classification and the rezoning of the hereinafter designated property, to-wit:

(CASE NO. 7429)

The rezoning and reclassification of property from Temporary "R-1" Single Family Residential District to "B-1" Business District, "B-2" Business District and "B-3R" Restrictive Business District, listed below as follows:

Temporary "R-1" to "B-1"
A 1.708 acre tract of land and a 6.075 acre tract of land out of NCB 15831, being further described by field notes filed in the Office of the City Clerk.

Temporary "R-1" to "B-2"
A 3.600 acre tract and a 1.960 acre tract of land out of NCB 15831, being further described by field notes filed in the Office of the City Clerk.

Temporary "R-1" to "B-3R"
A 4.840 acre tract of land out of NCB 15831, being further described by field notes filed in the Office of the City Clerk. In the 14900 Block of Nacogdoches Road.

Provided that proper platting is accomplished and that a six foot solid screen fence is erected and maintained along the northwest property line.

SECTION 2. That all other provisions of said Chapter 42, as amended, shall remain in full force and effect, including the penalties for violations as made and provided in Section 42-11.

SECTION 3. That the Director of Building and Zoning Administration shall change his records and zoning maps in accordance herewith and the same shall be available and open to the public for inspection.

PASSED AND APPROVED this ______ day of ______________________ , 19_____.

MAYOR
ORD. NO. 49828

ATTEST:
City Clerk

APPROVED AS TO FORM: City Attorney
AN ORDINANCE

AMENDING CHAPTER 35 OF THE CITY CODE THAT
CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE
OF THE CITY OF SAN ANTONIO BY CHANGING THE
CLASSIFICATION AND REZONING OF CERTAIN
PROPERTY DESCRIBED HEREIN.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. That Section 35-35 of Chapter 35 of the City Code that constitutes the comprehensive zoning ordinance of the City of San Antonio be and the same is hereby amended, so that it shall hereafter include the following described changes in classification and the rezoning of the hereinafter designated property, to-wit:

(CASE NO. 287132)

The rezoning and reclassification of property from "B-1" Business District to "B-2" Business District, listed below as follows:

A 6.075 acre tract and a 1.708 acre tract of land out of NCB 15831.
In the 14400 block of Nacogdoches Road

Provided that driveways and off-street parking are provided and submitted for approval by the Traffic Engineering Division, and that a six-foot solid screen fence is erected and maintained along the northwest property line.

SECTION 2. That all other provisions of said Chapter 35, as amended, shall remain in full force and effect, including the penalties for violations as made and provided in Section 35-24.

SECTION 3. That the Director of Planning shall change in his records and zoning maps in accordance herewith and the same shall be available and open to the public for inspection.

SECTION 4. That this ordinance is not severable.

PASSED AND APPROVED THIS ___________ DAY OF _______________ 19___.

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MAYOR ORDER NO. 65287 JUL 2 1987

CITY CLERK

RODRIGUEZ

REZAN

# 65287 7/2/87
ZONING CASE Z87132
CITY COUNCIL DISTRICT 10
CENSUS TRACT 1218
GRID 19-63
REQUESTED ZONING CHANGE
FROM "B-1" BUS. DIST. TO "B-2" BUS. DIST.
DATE JULY 2, 1987
SCALE 1" = 200'
Nacogdoches Lofts Elementary School Attendance Map

Nacogdoches Lofts

Stahl Elementary School Attendance Boundary
Nacogdoches Lofts Middle School Attendance Map

Nacogdoches Lofts

Harris Middle School Attendance Boundary
Nacogdoches Lofts High School Attendance Map

Nacogdoches Lofts

Madison High School Attendance Boundary
### Accountability Rating

**Met Standard**

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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.

### 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**: NOT ELIGIBLE
- **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>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>755</td>
<td>1,116</td>
<td>68</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>497</td>
<td>1,200</td>
<td>41</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>652</td>
<td>2,000</td>
<td>33</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>28.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### System Safeguards

- **Number and Percentage of Indicators Met**
  - Performance Rates: 12 out of 23 = 52%
  - Participation Rates: 14 out of 14 = 100%
  - Graduation Rates: N/A
  - Total: 26 out of 37 = 70%

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

Met Standard

Did Not Meet Standards on

- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

In 2016, 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>Performance Index Report</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index 1 - Student Achievement (Target Score=60)</td>
<td>68</td>
<td>1,103</td>
<td>68</td>
</tr>
<tr>
<td>Index 2 - Student Progress (Target Score=32)</td>
<td>45</td>
<td>1,200</td>
<td>45</td>
</tr>
<tr>
<td>Index 3 - Closing Performance Gaps (Target Score=28)</td>
<td>34</td>
<td>2,000</td>
<td>34</td>
</tr>
<tr>
<td>Index 4 - Postsecondary Readiness (Target Score=12)</td>
<td>24</td>
<td>N/A</td>
<td>24</td>
</tr>
</tbody>
</table>

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: NOT ELIGIBLE
- 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: Elementary
- Campus Size: 923 Students
- Grade Span: KG - 05
- Percent Economically Disadvantaged: 60.5%
- Percent English Language Learners: 20.3%
- Mobility Rate: 17.2%

System Safeguards

- Performance Rates: 15 out of 23 = 65%
- Participation Rates: 14 out of 14 = 100%
- Graduation Rates: N/A
- Total: 29 out of 37 = 78%

For further information about this report, please see the Performance Reporting Division website at https://rptsvr1.tea.texas.gov/perfreport/account/2016/index.html

TEA Division of Performance Reporting

Page 1

September 2016
Accountability Rating

Met Standard

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
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</tbody>
</table>

In 2015, 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>428</td>
<td>610</td>
<td>70</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>301</td>
<td>800</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>456</td>
<td>1,400</td>
<td>33</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STARR Score 25.3</td>
<td>Graduation Rate Score N/A</td>
<td>Graduation Plan Score N/A</td>
</tr>
</tbody>
</table>

Distinction Designation

Academic Achievement in Reading/ELA
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NOT ELIGIBLE

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NOT ELIGIBLE

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: Elementary
Campus Size: 1,001 Students
Grade Span: PK - 05
Percent Economically Disadvantaged: 62.2
Percent English Language Learners: 20.8
Mobility Rate: 19.6

State System Safeguards

Number and Percent of Indicators Met

Performance Rates: 8 out of 14 = 57%
Participation Rates: 6 out of 6 = 100%
Graduation Rates: N/A

Total: 14 out of 20 = 70%

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
### Accountability Rating

**Met Standard**

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
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<td>- Closing Performance Gaps</td>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

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.

### Distinction Designation

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

### Performance Index Report

![Performance Index Report](image)

<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>2,632</td>
<td>3,296</td>
<td>80</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>600</td>
<td>1,600</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,050</td>
<td>2,400</td>
<td>44</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>45.0</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td>45</td>
<td></td>
</tr>
</tbody>
</table>

### Campus Demographics

- **Campus Type**: Middle School
- **Campus Size**: 1,116 Students
- **Grade Span**: 06 - 08
- **Percent Economically Disadvantaged**: 44.6%
- **Percent English Language Learners**: 5.3%
- **Mobility Rate**: 10.4%
- **Percent Served by Special Education**: 11.3%
- **Percent Enrolled in an Early College High School Program**: 0.0%

### System Safeguards

- **Number and Percentage of Indicators Met**
  - Performance Rates: 28 out of 33 = 85%
  - Participation Rates: 18 out of 18 = 100%
  - Graduation Rates: N/A
  - Total: 46 out of 51 = 90%
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

In 2016, 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>2,928</td>
<td>3,676</td>
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<tr>
<td>2 - Student Progress</td>
<td>661</td>
<td>1,600</td>
<td>41</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,216</td>
<td>2,800</td>
<td>43</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>48.0</td>
<td>N/A</td>
<td>48</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th></th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>29 out of 35 = 83%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>18 out of 18 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>47 out of 53 = 89%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsrvr1.tea.texas.gov/perfreport/account/2016/index.html
Accountability Rating

Met Standard

<table>
<thead>
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<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>2,140</td>
<td>2,559</td>
<td>84</td>
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<td>2 - Student Progress</td>
<td>618</td>
<td>1,600</td>
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<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,356</td>
<td>2,800</td>
<td>48</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
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<td></td>
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</tr>
<tr>
<td>STAAR Score</td>
<td>44.5</td>
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<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
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</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
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</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td>45</td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

Academic Achievement in Reading/ELA
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 | 1,338 Students
Grade Span | 06 - 08
Percent Economically Disadvantaged | 41.9
Percent English Language Learners | 4.4
Mobility Rate | 12.1

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>28 out of 28</td>
<td>100%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>13 out of 13</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>41 out of 41</td>
<td>100%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Performance Index Summary

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<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>3,706</td>
<td>4,744</td>
<td>78</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>449</td>
<td>1,600</td>
<td>28</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,135</td>
<td>2,400</td>
<td>47</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>17.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>22.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>21.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>18.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Campus Demographics

Campus Type: High School
Campus Size: 3,395 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 46.0
Percent English Language Learners: 2.8
Mobility Rate: 13.5
Percent Served by Special Education: 9.7
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>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>26 out of 31 = 84%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>16 out of 16 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>5 out of 6 = 83%</td>
</tr>
<tr>
<td>Total</td>
<td>47 out of 53 = 89%</td>
</tr>
</tbody>
</table>

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

Met Standard

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

Did Not Meet Standards on
- NONE

In 2016, 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>3,451</td>
<td>4,509</td>
<td>77</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>328</td>
<td>1,600</td>
<td>21</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,122</td>
<td>2,400</td>
<td>47</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>15.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>21.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>22.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>15.4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Campus Demographics

- Campus Type: High School
- Campus Size: 3,355 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 45.9
- Percent English Language Learners: 2.7
- Mobility Rate: 13.9

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
</tr>
<tr>
<td>Participation Rates</td>
</tr>
<tr>
<td>Graduation Rates</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsrv1.tea.texas.gov/perfreport/account/2016/index.html
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

In 2015, 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

Index 1 - Student Achievement (Target Score=60)
Points Earned: 3,628
Maximum Points: 4,258
Index Score: 85

Index 2 - Student Progress (Target Score=15)
Points Earned: 426
Maximum Points: 1,600
Index Score: 27

Index 3 - Closing Performance Gaps (Target Score=31)
Points Earned: 1,204
Maximum Points: 2,400
Index Score: 50

Index 4 - Postsecondary Readiness (Target Score=57)
Points Earned: 17.2
Maximum Points: 18.9
Index Score: 80

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>3,628</td>
<td>4,258</td>
<td>85</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>426</td>
<td>1,600</td>
<td>27</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,204</td>
<td>2,400</td>
<td>50</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>17.2</td>
<td>18.9</td>
<td>80</td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in Reading/ELA: 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: DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps: DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

Campus Demographics

- Campus Type: High School
- Campus Size: 3,352 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 43.9
- Percent English Language Learners: 2.1
- Mobility Rate: 13.7

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Metric</th>
<th>Number of Indicators Met</th>
<th>Percent Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>25 out of 27 = 93%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>15 out of 15 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>5 out of 6 = 83%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>45 out of 48 = 94%</td>
<td></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Site Info Form Part II
Site Information Form Part II

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

   - Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.
   - The census tract has a median household income rate in the two highest quartiles within the region.
   - The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included.

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

   - 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.

   - 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;
- Yes 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;
- Yes Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

Contiguous Census Tract # | Yes | Contiguous Census Tract # | Yes |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>48029121111</td>
<td></td>
<td>48029121206</td>
<td></td>
</tr>
<tr>
<td>48029121802</td>
<td>✔</td>
<td>48029121804</td>
<td></td>
</tr>
<tr>
<td>48029121808</td>
<td>✔</td>
<td>48029121812</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Application is seeking points for Proximity to the Urban Core.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

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

- na Region: 9 Urban
- na Development is in an Urban Area.
- na 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.
- na Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- na Plan has been adopted by the municipality or county and resolution or certification is attached.
- na Letter from appropriate local official, target area map, and supporting documentation are provided.
- na 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.
- na Evidence of sufficient, documented and committed funding to accomplish the plan's purposes on its established timetable is provided.
- na 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>
</tr>
</thead>
</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.

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

OR
Development is in a Rural Area.

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

AND

Development was constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG;

AND, if applicable,

demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics.

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

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

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

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

Application is seeking points for Concerted Revitalization. Total Points Claimed: 0

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

Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).

Application is seeking points for Declared Disaster Area. Total Points Claimed: 10

6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)

Application meets all of the following requirements:

Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year preceding the Full Application Delivery Date.

Application includes evidence that the Applicant will close all financing on or before October 31, 2018.

Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.

Application includes evidence that appropriate zoning will be in place at award.

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.

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Opportunity Index</strong> (Competitive HTC and Direct Loan Only)</td>
<td><img src="image" alt="Map with Development Site boundaries indicated, relative to census tract boundaries" /></td>
</tr>
<tr>
<td><strong>Map with Development Site boundaries indicated, relative to census tract boundaries</strong></td>
<td><img src="image" alt="Map with Development Site boundaries indicated, relative to census tract boundaries" /></td>
</tr>
<tr>
<td><strong>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</strong></td>
<td><img src="image" alt="Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts" /></td>
</tr>
<tr>
<td><strong>Distances of Community Assets with Development, radius, and each asset labeled</strong></td>
<td><img src="image" alt="Distances of Community Assets with Development, radius, and each asset labeled" /></td>
</tr>
<tr>
<td><strong>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</strong></td>
<td><img src="image" alt="Print-out from DFPS website confirming daycare licensed to serve relevant age groups" /></td>
</tr>
<tr>
<td><strong>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</strong></td>
<td><img src="image" alt="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>
</tr>
<tr>
<td><strong>Print-out from THECB website confirming accreditation of university or community college</strong></td>
<td><img src="image" alt="Print-out from THECB website confirming accreditation of university or community college" /></td>
</tr>
<tr>
<td><strong>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</strong></td>
<td><img src="image" alt="Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable" /></td>
</tr>
<tr>
<td><strong>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</strong></td>
<td><img src="image" alt="Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable" /></td>
</tr>
<tr>
<td><strong>Evidence of Underserved Area</strong> (Competitive HTC and Direct Loan Only)</td>
<td><img src="image" alt="Evidence of Underserved Area" /></td>
</tr>
<tr>
<td><strong>Evidence from Attorney General of Colonia boundaries; and</strong></td>
<td><img src="image" alt="Evidence from Attorney General of Colonia boundaries; and" /></td>
</tr>
<tr>
<td><strong>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</strong></td>
<td><img src="image" alt="Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and" /></td>
</tr>
<tr>
<td><strong>Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border.</strong></td>
<td><img src="image" alt="Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border." /></td>
</tr>
<tr>
<td><strong>For Economically Distressed Areas:</strong></td>
<td><img src="image" alt="For Economically Distressed Areas:" /></td>
</tr>
<tr>
<td><strong>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</strong></td>
<td><img src="image" alt="A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and" /></td>
</tr>
<tr>
<td><strong>Map showing development site boundaries, relative to EDA boundaries.</strong></td>
<td><img src="image" alt="Map showing development site boundaries, relative to EDA boundaries." /></td>
</tr>
<tr>
<td><strong>For other items:</strong></td>
<td><img src="image" alt="For other items:" /></td>
</tr>
<tr>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold. The Site Demographic Characteristics Report is posted on the Department’s website at <strong><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></strong></td>
<td><img src="image" alt="Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold. The Site Demographic Characteristics Report is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm" /></td>
</tr>
<tr>
<td><strong>Map with Development Site boundaries indicated, relative to census tract boundaries</strong></td>
<td><img src="image" alt="Map with Development Site boundaries indicated, relative to census tract boundaries" /></td>
</tr>
<tr>
<td><strong>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</strong></td>
<td><img src="image" alt="Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable" /></td>
</tr>
<tr>
<td><strong>Map with all contiguous census tracts, if applicable</strong></td>
<td><img src="image" alt="Map with all contiguous census tracts, if applicable" /></td>
</tr>
<tr>
<td><strong>Proximity to Urban Core</strong> (Competitive HTC Only)</td>
<td><img src="image" alt="Proximity to Urban Core" /></td>
</tr>
<tr>
<td><strong>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</strong></td>
<td><img src="image" alt="Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body." /></td>
</tr>
</tbody>
</table>
**Concerted Revitalization Plan (Competitive HTC Only)**

**Urban:**
- 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)
- x Applicant believes the county in which the Development Site is located was omitted from the list and should be listed.
  - 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**
- na 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).
- na 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
Census Tract Map

48029121809 Is Not a Qualified Census Tract

Nacogdoches Lofts | Nacogdoches Rd N of Spring Farm Street
San Antonio, Texas
Community Assets Map
Nacogdoches Lofts
Nacogdoches Rd
N of Spring Farm St
San Antonio, Texas

Public Transport: VIA Metro Route 642 (adjacent)
Grocery: HEB (0.59 mi)
Pharmacy: CVS Pharmacy (0.16 mi)
Health Care: Fast Med Urgent Care (0.70 mi)
Child Care: The Playhouse Childcare Center (0.14 mi)
Library: Julia Yates Semmes Library (0.25 mi)
College: Alamo Community College (2.80 mi)
Associates Degree: 35.62%
Indoor Rec: Planet Fitness (0.65 mi)
Outdoor Rec: Comanche Lookout Park (0.24 mi)
Community Org: Bair Foundation Child and Family Ministries (0.28 mi)
Meals on Wheels: Meal on Wheels San Antonio
SOUTHBOUND: TRAVELS FROM A → C

<table>
<thead>
<tr>
<th>AM</th>
<th>FG 5:48</th>
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<td>6:28</td>
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<tr>
<td>9:25</td>
<td>9:33</td>
<td>TG 9:39</td>
</tr>
</tbody>
</table>

1 - Continues as route 642 Nacogdoches

FG & TG - From or To VIA garage at 1021 San Pedro

HOLIDAY SCHEDULES
Bus service on VIA observed holidays will be provided as follows:

Saturday Schedule - Martin Luther King Day, Memorial Day & Friday after Thanksgiving

Sunday Schedule - New Year's Day, Labor Day, Thanksgiving and Christmas


BIKE & RIDE: Take your bike on the bus! Every VIA bus has a bike rack, and it takes only seconds to mount your bike and be on your way. Call VIA Customer Service at 362-2020 for more information.

SERVICES FOR RIDERS WITH DISABILITIES: All VIA buses and many stops are now accessible to riders with disabilities. You can get bus schedule and other information in accessible formats. Please call 362-2020 or TTY 362-2019.

PERSONAL TRIP PLANNER: Plan your own bus trip online 24 hours a day. Log on to www.viainfo.net, and select Personal Trip Planner. Just enter where and when you want to go on the bus and the Trip Planner does the rest—providing you with step-by-step instructions and a map of your trip.
**NACOGDOCHES**

**SOUTHBOUND: TRAVELS FROM A → C**

<table>
<thead>
<tr>
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<th>5:48</th>
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**NORTHBOUND: TRAVELS FROM C → A**

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**SUNDAY**

**SOUTHBOUND: TRAVELS FROM A → C**

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**NORTHBOUND: TRAVELS FROM C → A**

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**Tickets & Fares**

**Adult**

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<td>31-Day</td>
<td>$19.00</td>
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<td>7-Day</td>
<td>$2.60</td>
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<td>1-Day</td>
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**Discount**

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<td>Reduced</td>
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**Main Routes**

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<th>Service Name</th>
<th>Days</th>
<th>Hours</th>
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<td>642</td>
<td>Rolling Oaks Mall, Nacogdoches &amp; O’Connor</td>
<td>Mon-Sat</td>
<td>6:00-11:00</td>
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</tbody>
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**Contact Information**

Customer Service/Information:

(1210) 362-2020
(866) 362-2020
Viainfo.net

**Effective: 01-09-2017**

EFFECTIVE: 01-09-2017

NACOGDOCHES

Rolling Oaks Mall, Nacogdoches & O’Connor

1 - Continues as route 642 Nacogdoches

FG & TG - From or to VIA garage at 1021 San Pedro.
Nacogdoches and O'Connor H-E-B

14087 OCONNOR RD
SAN ANTONIO, TX 78247-1979
Corporate #230

Get directions to this Store

Store Hours & Phone Numbers
Main
(210) 637 - 1313

Store Hours
Mon-Sun 12:00 AM - 12:00 AM

Pharmacy
(210) 637 - 0033

Pharmacy Hours
Mon-Fri 08:30 AM - 10:00 PM
Sat 09:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM

Here Everything's Better

Available Departments and Services
No Store Does More™ to bring Texas Families the very best locally grown produce, 100% pure beef, and hundreds of products made around the world - all at great low prices. Learn More

Store Features

Drug and General Merchandise Store Services
Beauty
Bissell Green Carpet Cleaner
Business Center
Car Wash
Coin Star
Gas Station
Open 24 Hours

Pharmacy
Compounding
Delivery
Drive Thru
Immunizations
Pharmacy

Flower Shop
Floral
Wedding Service

Bakery
Bakery
Tortilleria

Grocery
Showtime

Deli
Deli

Seafood
Fish Market
Sushi

SIGN UP FOR EMAIL UPDATES
Sign up to receive exclusive email-only savings and information.

Company Information

About Us
Careers
Community
Environmental Responsibility
Partners
LOCATIONS IN TEXAS

San Antonio, TX Urgent Care Walk-In Clinic on Nacogdoches Rd.

13909 Nacogdoches Rd., Suite 111
San Antonio, TX 78217

P: 210-655-0100
F: 210-655-0102
Avg. Rating: ★★★★★
VIEW PATIENT REVIEWS

CHECK IN ONLINE
GET DIRECTIONS

Request a Ride:

$20 FLU SHOTS AVAILABLE NOW*


WE'RE OPEN TODAY UNTIL 9 PM

Hours

Monday - Friday: 9:00 AM - 9:00 PM
Saturday - Sunday: 9:00 AM - 6:00 PM

Holiday Hours:

We are open from 09:00 AM to 04:00 PM on New Year's Day, Easter Sunday, Memorial Day, July 4th, and Labor Day. We are closed on Thanksgiving and Christmas Day.

TREATMENTS

- Sprains, Strains, and Broken Bones
- Dislocations
- Cuts, Scrapes, Wounds, Abrasions, and Burns
- Wound Care
- Urinary Tract Infections
- Bee Stings, Insect Bites, and Allergic Reactions
- Sore/Strep Throat
- Dehydration
- Sinus Infections
- Respiratory Infections

MORE SERVICES
- Digital X-rays
- EKG
- Sutures and Stitches
- Labs & X-rays
- Physicals
- Vaccinations & Immunizations

MORE

Patient Reviews

★★★★★
"Fast service, Nice people"

★★★★★
"Staff was totally professional and had me out within an hour."

★★★★★
"Es lo mejor, el personal muy atento y los doctores excelentes recomiendo esta clínica en lo personal siempre que voy an... MORE

★★★★★
"Es lo mejor, el personal muy atento y los doctores excelentes recomiendo esta clínica en lo personal siempre que voy an... MORE

READ MORE
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: 880060
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: The Playhouse Child Care Center LLC
Location Address: 14907 NACOGDOCHES RD
SAN ANTONIO, TX 78247
Mailing Address: 14907 NACOGDOCHES RD
SAN ANTONIO, TX 78247
Phone Number: 210-646-9905
County: BEXAR
Website Address: playhousechildcare@sbcglobal.net
Email Address: playhousechildcare@sbcglobal.net
Administrator/Director Name: Albelardo Lopez
Second Director Name: Linda Lopez
Type of Issuance: Full Permit
Issuance Date: 3/20/2008
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 05:30 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 103
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 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:
  - 5 - Inspections
  - 0 - Assessments
  - 0 - Self Reported Incidents
  - 4 - Reports

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

https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityDetails.asp?type=DC&fid=326355
• 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, 837 standards were evaluated for compliance at this operation.

  • Of the standards evaluated 12 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:

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

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Visit

Find a Library

Holidays & Closures

Locations

Hours

Date | Open
--- | ---
Sun 11/19 | 10am - 6pm
Mon 11/20 | 10am - 6pm
Tue 11/21 | 12pm - 8pm
Wed 11/22 | CLOSE @ 6PM
Thu 11/23 | CLOSED
Fri 11/24 | CLOSED
Sat 11/25 | 10am - 6pm

Contact

Semmes Library
15060 Judson Rd
San Antonio, TX 78247
210.207.9110

Map

Staff

Jamie Flowers
Library Manager

Semmes Library
Julia Yates Semmes Branch Library

At a Glance

Collections & Community  History  Parking & Directions

Community

Northeast part of San Antonio and Bexar County. Serves schools in the Northeast Independent School District.

Located in U.S. Congressional District 35, TX State Congressional District 118, TX State Senate District 25, and City Council District 10.
## Online Resume for Prospective Students, Parents and the Public

### ALAMO COMMUNITY COLLEGE - NORTHEAST LAKEVIEW COLLEGE

**Location:** San Antonio, South Texas Region

Very Large Accountability Peer Group: ACCD, ACCD - Northwest Vista, ACCD - Palo Alto College, ACCD - San Antonio College, ACCD - St. Philip's College, Austin Community College, Collin County Community College, DCCCD, DCCCD - Brookhaven College, DCCCD - Cedar Valley College, DCCCD - Eastfield College, DCCCD - El Centro College, DCCCD - Mountain View College, DCCCD - North Lake College, DCCCD - Richland College,

Degrees Offered: Associate's

### Enrollment

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<th>Peer Group Avg.</th>
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<td>% Total</td>
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<td></td>
<td>Fall 2016</td>
<td>% Total</td>
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<td>White</td>
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### Financial Aid

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<td>Federal (Pell) Grants</td>
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### Costs for District

**Average Annual Total Academic Costs for Resident Undergraduate Student Taking 30 SCH, FY 2017**

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<td>In-district Total Academic Cost</td>
<td>$2,108</td>
<td>$1,964</td>
</tr>
<tr>
<td>Out-of-district Total Academic Cost</td>
<td>$5,744</td>
<td>$2,582</td>
</tr>
<tr>
<td>Off-campus Room &amp; Board</td>
<td>$8,369</td>
<td>$9,807</td>
</tr>
<tr>
<td>Cost of Books &amp; Supplies</td>
<td>$2,078</td>
<td>$1,353</td>
</tr>
<tr>
<td>Cost of Off-campus Transportation and Personal Expenses</td>
<td>$5,429</td>
<td>$4,198</td>
</tr>
<tr>
<td>Total In-district Cost</td>
<td>$17,984</td>
<td>$16,322</td>
</tr>
<tr>
<td>Total Out-of-district Cost</td>
<td>$21,620</td>
<td>$16,940</td>
</tr>
</tbody>
</table>

### Student Success

**Two-year Persistence of First-time, Full-time, Credential-seeking Undergraduates, Fall 2014**

<table>
<thead>
<tr>
<th>Type</th>
<th>Institution</th>
<th>Peer Group Average</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cohort</td>
<td>Rate</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>68.0%</td>
</tr>
<tr>
<td></td>
<td>Same</td>
<td>25.0%</td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td>43.0%</td>
</tr>
</tbody>
</table>

**Graduation Rate of First-time, Full-time, Credential-seeking Students after 3, 4 and 6 Years**

<table>
<thead>
<tr>
<th>Cohort &amp; Duration</th>
<th>Institution</th>
<th>Peer Group Avg</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fall 2013 3-year</td>
<td>16.2%</td>
</tr>
<tr>
<td></td>
<td>Fall 2012 4-year</td>
<td>22.8%</td>
</tr>
<tr>
<td></td>
<td>Fall 2010 6-year</td>
<td>31.0%</td>
</tr>
</tbody>
</table>

**Percent of Students Who Transferred to a Four-year Institution with Less Than 30 SCH and 30 SCH or More**

<table>
<thead>
<tr>
<th>Type</th>
<th>Institution</th>
<th>Peer Group Avg</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2015</td>
<td>18.6%</td>
</tr>
<tr>
<td></td>
<td>FY 2016</td>
<td>25.4%</td>
</tr>
</tbody>
</table>

**Percent of Graduates from Preceding FY Who Were Employed or Enrolled in Four-year Institution the Following Fall**

<table>
<thead>
<tr>
<th>Type</th>
<th>Institution</th>
<th>Peer Group Avg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Emp &amp; Enr</td>
<td>90.7%</td>
<td>83.1%</td>
</tr>
<tr>
<td>Employed</td>
<td>29.3%</td>
<td>54.4%</td>
</tr>
<tr>
<td>Enrolled</td>
<td>28.0%</td>
<td>11.1%</td>
</tr>
<tr>
<td>Both Emp &amp; Enr</td>
<td>33.3%</td>
<td>17.6%</td>
</tr>
</tbody>
</table>
San Antonio (Nacogdoches), TX
13932 Nacogdoches Road, San Antonio, TX 78217
Phone: 210-251-3346
Change Location (local-clubs)

Did you receive a promo code?
Enter it here! Submit

Join Now

Club Info

Member Login

$1 Down - Black Card!
$21.99 per month
Low $1.00 Startup Fee
Offer Expires November 28!
No Commitment! No Catches! No Kidding!

No Fee
15.00 per month
Offer Expires November 28

$10 Never Meant So Much!
$10.00 per month
Low $29.00 Startup Fee
Offer Expires November 28

Select Offer
View Benefits (/)

Select Offer
View Benefits (/)

Select Offer
View Benefits (/)

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PARKS & FACILITIES DETAILS

Comanche Lookout Park

Trails
Type: Asphalt, Pugmill, Natural Surface / Length (Miles): 4.55

Fitness Stations
HealthBeat Outdoor Fitness Systems featuring nine pieces of interactive and stationary fitness equipment along the Library Loop Trail.

San Antonio parks give people an opportunity to spend time enjoying the outdoors, with fresh air, sunshine and exercise on tap for visitors. Take a walk, enjoy the scenery, and de-stress. Studies show people who spend time in parks will be sick less often, which means less time missing from school and work, as well as lower healthcare costs and better overall health. And it's fun and refreshing. Visit a San Antonio park today!

Comanche Lookout Park is adjacent to Semmes Branch Library. View the Trail Accessibility Map. Amenities are first come, first serve; alcohol is prohibited.

Programs & Classes
Use the button below to view and register for classes at this location. If there are no results for classes at this location, a list of classes, programs, and activities at alternate locations will be provided.

Si necesita asistencia en español para inscribirse en clases o necesita información sobre nuestros programas llame al 210-207-3047.

Park History

Comanche Lookout Park is a 96-acre public park owned by the City of San Antonio. The site includes the fourth highest point in Bexar County with an elevation of 1,340 feet. The Cibolo floodplain lies at the base of this escarpment between the Gulf Coastal Plain and the Edwards Plateau. Vegetation on the hill includes native ash juniper, Texas and Mexican buckeye, chinaberry, graneno, Lindheimer hackberry, honey mesquite and huisache.

Native Americans used this hill as a vantage point for warfare and hunting. The Apache, and later, the Comanche Indians dominated the area as they hunted along waterways including nearby Cibolo Creek. The hill was also a prominent landmark for travelers in the 18th and 19th centuries. The old Spanish road (one of several routes of the Camino Real or Royal Road) from San Antonio to Bastrop and Nacogdoches in East Texas extended past the base of the hill. The road followed earlier American Indian travel routes, and today its remnants are known as Nacogdoches Road.

The land surrounding and including Comanche Lookout was part of Land Grant Survey #196 comprised of 1,476 acres that was surveyed for James Conn in April 1847. The property subsequently had a number of owners including Peter W. Gray, Alexander Patrick, and Ludovic Colquhoun. Frequent sale of land grants was not uncommon during the Republic and early Statehood periods in mid-19th century Texas.

The Comanche Lookout property was acquired by Mirabeau B. Lamar in September 1848. Lamar served as second president of the Republic of Texas (1838-41) and enjoyed a long and distinguished political, military and diplomatic career. It is not clear why Lamar purchased the land described in his deed as “including the hill known as Comanche Lookout.” The property was inherited by Lamar’s daughter by his second marriage, Loretto Evalina (1852-1933) who was only seven years old when her father died in 1859. She later married Samuel Douglass Calder, also a member of a prominent Texas family. The Calders lived in Galveston and apparently did not use the Comanche Lookout property. In July 1890, they sold 524.6 acres of the land to German immigrants, Gustav and Adolph Reeh of Bexar County for $3,500. The Reeh brothers used the land for farming. After Adolph Reeh died, Gustav sold a portion of his land to retired Army Colonel Edward H. Coppock in February 1923 for $6,000.

Coppock was a romantic and history aficionado, and with assistance from his two sons and a man named Tarquino Cavazos, he constructed an extensive compound on the hill including a four-story, medieval-style stone tower. Coppock envisioned a castle-like house, but completed only its foundation. Both he and Mr. Cavazos died in 1948 and the project was abandoned. Colonel Coppock’s children sold the land in 1968 to a developer who cleared all of the structures except for the tower and some remnant foundations.

The property traded hands several times before the real estate market collapse of the 1980s led to the Resolution Trust Corporation’s ownership of the remaining Comanche Lookout property in 1990. At that time, a private sector effort was organized to preserve the site led by a group named Save Comanche Lookout. This resulted in the Trust for Public Lands providing an interim loan to the City of San Antonio to purchase Comanche Lookout for a City park. The loan was repaid through the 1994 General Obligation Bond package.

The 1994 Bond package provided $1.4 million for acquisition and development of the site. In 1995, the Parks and Recreation Department retained landscape architectural consultant, Laffoon Associates, to analyze the site and develop a conceptual plan that would preserve the park’s natural and cultural assets. The first phase of development included construction of off-street parking, level 1 and 2 accessible trails, and service roads, and installation of drinking fountains. The second phase of development will be funded with $762,300 from the 1999 Bond election. It will be completed in conjunction with construction of a branch library on the perimeter of the park at Judson and Nacogdoches Roads. In 2003-2004, Phase 2 construction included additional parking improvements and trails, picnic and restroom facilities, landscaping and site work.

In 2004-2005, the San Antonio Parks Foundation contributed $100,000 for an outdoor classroom.
Reservations

To reserve a facility call 210.207.7275
Reservation Fees Vary

More Info

- Park Safety & Rules
- Trail Safety & Etiquette

Programs & Classes

Find Programs & Classes

Contact Us

- San Antonio Parks & Recreation Department
  Phone: Phone Directory
- Email:
- Mailing Address: PO Box 839966
  San Antonio, TX 78283-3966
- Physical Address: 5800 Enrique M. Barrera Parkway (formerly 5800 Old Highway 90 West)
- San Antonio, TX 78227
- Ron Darner Parks and Recreation Operations Headquarters
- Reservations: 210.207.7275 / Reservation How To
TX Programs & Services

- Foster Care
- Foster-to-Adopt
- Kinship Care

TX Leadership

Texas State Director
Glenna Bilberry
3411 73rd St.
Lubbock, TX 79423
806-797-2247

https://www.bair.org/Locations/foster-care-adoption-austin-lubbock-texas
Foster care | Adoption | Austin | Lubbock | TX

Amarillo [link]
7430 Golden Pond Place, Suite 300
Amarillo, TX 79121
806-355-3882
800-379-3187 Toll Free

Austin
8840 Business Park Drive
Austin, TX 78759
512-346-3555
800-874-9277 Toll Free

Dallas [link]
3630 North Josey Lane, Suite 100
Carrollton, TX 75007
972-957-0030
800-687-7196 Toll Free

Lubbock
3411 73rd St
Lubbock, TX 79423
806-797-2247
800-571-2651 Toll Free

San Antonio [link]
6025 Fountainwood
San Antonio, TX 78233
210-494-3415
800-492-6840 Toll Free

Tyler
5935 Old Bullard Rd.
Tyler, TX 75703
903-939-2247
877-497-2247 Toll Free

The Bair Foundation of Texas on Social Media

Keep in Touch

Register for updates and upcoming trainings from The Bair Foundation Child & Family Ministries

First Name:
The public-private partnership supporting the Meals on Wheels movement is one of the most effective models in America. It enables seniors to remain more healthy and independent in their own homes, where they want to be, avoiding far more costly healthcare alternatives, such as unnecessary trips to the emergency room, hospitalizations and nursing home placements. In turn, everyone benefits from billions of dollars in taxpayer savings.

Meals on Wheels of San Antonio prepares and delivers hot, nutritious meals each weekday to homebound seniors living in Bexar County. With a registered dietitian on staff, our meals are often the primary source of nutrition received by our clients.

Every weekday in Bexar County Meals on Wheels prepares and delivers more than a meal to 3,800 homebound seniors.
- MOW helps to prevent hunger among our elderly neighbors and improves their ability to remain healthy and independent in their own homes.
- Plus, daily interaction with volunteers and staff drivers helps to combat loneliness, and provides a valuable safety check.
- MOW saves taxpayer dollars by allowing seniors to stay at home and out of nursing facilities.

In FY 2016:
- 1,013,561 Meals provided to 3,555 seniors in Bexar County.
- 26% of our clients over the age of 85, 21 are over the age of 100.
- Meals on Wheels operated 196 routes daily.

Frequently Asked Questions

Who is eligible to receive services from Meals on Wheels?
Older adults at least 60 years of age who have difficulty leaving their homes, are unable to cook for themselves, and lack outside support. On a limited basis, disabled individuals under 60 may be eligible for meals if funding is available.

Who prepares the meals and will it meet my dietary needs?
Meals are prepared Monday – Friday beginning at 4:00 AM by our dedicated kitchen staff. Because we develop our menu well in advance, all food items are purchased locally and prepared in a commercial, high volume kitchen maintained by the Meals on Wheels program.

With a doctor’s written request, Meals on Wheels fills a variety of client’s special dietary needs including diabetic, renal, heart-healthy, pureed, and bland. All recipes are approved by a registered dietitian and prepared by an experienced culinary staff. To learn more about proper nutrition, visit our nutrition blog.

Who delivers the meals?

Each meal is delivered in a microwave-safe container by a trained staff driver or volunteer operating from a Volunteer Site.

What time is the meal delivered?

Meals are delivered Monday through Friday around the noon hour. On average, meals can be delivered within 1 hour and is typically delivered by volunteers during their lunch break. In some cases, breakfast meals or frozen meals are provided for the weekend.

How much does it cost to receive meals?

There is no charge for eligible clients provided adequate funding is available. However, donations are gratefully accepted.

How do I refer myself (or someone else) to receive services?

Doctors, community service agencies, relatives, friends or individuals can make a referral. Call us, or click on the "Refer for service button" on this page.

During business hours, please contact our Outreach Department at (210) 735 – 5115

Donate your car to Meals on Wheels:

On the form look for "TX: Christian Senior Services (MOW San Antonio)"

http://www.mowsatx.org/meals-on-wheels
Underserved Area Map

48029121809 has no HTC Developments

Nacogdoches Lofts
Nacogdoches Road N of Spring Farms Street
San Antonio, Texas
Census Tract 48029121809 has no HTC Developments.
Census Tract 48029121809 is completely within San Antonio City Limits

Nacogdoches Lofts | Nacogdoches Road N of Spring Farm Street
San Antonio, Texas
Contiguous Census Tracts have no HTC Developments in the past 15 years

Nacogdoches Lofts
Nacogdoches Rd N of Spring Farm Street
San Antonio, Texas

Contiguous Census Tracts:
48029121111
48029121206
48029121802
48029121804
48029121808
48029121812
Census Tract 48029121111 has no HTC Developments.
Census Tract 48029121206 has no HTC Developments.
Census Tract 48029121802 has no HTC Developments.
Census Tract 48029121804 has one HTC Development that is more than 15 years old.
Census Tract 48029121808 has no HTC Developments.
Census Tract 48029121812 has no HTC Developments.
Site Info Form Part III
1. **Site Acreage**

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

| Site Control: | approx 5.5 acres | Site Plan: | 6.236 acres | Appraisal: | na | ESA: | 6.236 acres |

(*) 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:

The purchase agreement acreage was approximate. Exact acreage was determined by a survey. The survey and the ESA show the correct acreage.

2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>W.F. Partnership, Ltd., D.F. Partnership, Ltd., and Musselman Ranches, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Lloyd A. Denton, Jr.</td>
</tr>
<tr>
<td>Address</td>
<td>11 Lynn Batts Lane, Suite 100</td>
</tr>
<tr>
<td>City</td>
<td>San Antonio</td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
</tr>
<tr>
<td>Zip</td>
<td>78218</td>
</tr>
<tr>
<td>Date of Last Sale</td>
<td>6/24/1994</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? **No**

If "Yes," please explain:

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? **No**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>na</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationship</td>
<td>none-under current ownership for 20+ years</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: **12/17/2018**  
Anticipated Closing Date: **12/17/2018**

- [x] 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.

---

**Site Information Form Part III**

**Self Score Total:** 122
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: _ _ _ _ _ _ _ _ _ _
Site Info Part III – Supporting Documents
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

<table>
<thead>
<tr>
<th>X</th>
<th>Site Control Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Title Commitment or Policy</td>
</tr>
<tr>
<td>X</td>
<td>Each of the Direct Loan exhibits identified below (as applicable)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>na</th>
<th>Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>na</td>
<td>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</td>
</tr>
<tr>
<td>X</td>
<td>SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable</td>
</tr>
</tbody>
</table>

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

Confirm the following supporting documents are provided behind this tab.

<table>
<thead>
<tr>
<th>X</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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 <a href="http://www.census.gov">www.census.gov</a>.</td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
</tr>
</tbody>
</table>
CRITICAL DATES OF CONTRACT OF SALE
NACOGDOCHES LOFTS
CRITICAL DATES OF CONTRACT OF SALE

Effective Date of Contract of Sale 12/06/2017
Feasibility Period Expires 09/17/2018*
Feasibility Period Extension Expires 10/17/2018
Closing Date 11/16/2018
Closing Date Extension Expires 12/17/2018*

* Per Article 11.9 of the Agreement, “...If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the City or County in which the Property is located, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.”
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”) is made as of the 1st day of February 2018, by and among NRP PROPERTIES LLC, an Ohio limited liability company (“Assignor”), and NACOGDOCHES LOFTS LTD., a Texas limited partnership (“Assignee”).

WHEREAS, Assignor is the “Purchaser” under a certain Contract of Sale dated December 6, 2017 (the “Agreement”) entered into with W.F. Partnership Ltd., D.F. Partnership, Ltd., and Musselman Ranches, Inc., collectively the “Seller” under the Agreement, for the purchase of an approximately 5.5-acre parcel of real property located on Nacogdoches Road, in the City of San Antonio, Bexar County, Texas (the “Property”);

WHEREAS, Assignor, pursuant to Section 11.11 of the Agreement, may validly assign its rights under the Agreement upon acceptance of any such assignment by the assignee and the assumption of Assignor’s obligations under the Agreement to an affiliated entity, and provided that Assignor shall not be relieved of its duties and obligations under the Agreement; and

WHEREAS, Assignor desires to assign all of its right, title and interest as Purchaser in and to the Agreement to Assignee, and Assignee desires to assume Assignor’s right, title and interest in and to the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successor and assigns, as of the date first above written (the “Effective Date”), all of the right, title and interest of Assignor as Purchaser under the Agreement.

2. Acceptance and Assumption of Assignment. Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Agreement. Notwithstanding anything to the contrary, Assignor shall remain liable to Seller for the obligations under the Agreement.

3. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

4. Counterparts. This Assignment may be executed in counterparts, with each part, when taken together, constituting a complete agreement.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first set forth above.

Assignor:

NRP Properties LLC,
an Ohio limited liability company

By:

Name (Print): Ken Outcalt
Title: Authorized Representative

Assignee:

Nacogdoches Lofts Ltd.,
a Texas limited partnership

By:

Name (Print): Noam Magence
Title: Secretary
FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

This First Amendment to Purchase and Sale Contract ("Amendment") is entered effective as of February 20, 2018, among W.F. Partnership, Ltd., a Texas limited partnership ("WF"), D.F. Partnership, Ltd., a Texas limited partnership ("DF"), Musselman Ranches, Inc., a Texas corporation ("Musselman") and Jo-Bee Ranches, Inc., a Texas corporation ("Jo-Bee") (collectively, the "Seller") and NRP Properties LLC ("Buyer").

Seller and Buyer entered into the Purchase and Sale Contract, dated effective as of December 6, 2017 ("Contract"), for the sale and purchase of certain real property in Bexar County, Texas, described therein ("Property"). Seller and Buyer desire to amend certain terms of the Contract as set forth herein.

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

1. **Capitalized Terms.** All capitalized terms used in this Amendment shall have the meaning assigned to such term in the Contract unless otherwise expressly defined herein.

2. **Seller.** Jo-Bee owns an undivided interest in the Property and was inadvertently omitted as a Seller party in the original Contract. Jo-Bee hereby joins in this Amendment as a Seller party with respect to its undivided Interest in the Property and ratifies, affirms and agrees to be bound by all terms and conditions of the Contract as amended by this Amendment.

3. **Property.** Seller and Buyer acknowledge and agree that the Property to be sold and purchased under the Contract is the 6.236 acres, more or less, in Bexar County, Texas, described on the Survey, dated February 9, 2018, prepared by Macina-Boss-Copeland & Associates, Inc., Job No. 31958-1676 ("Survey"), a copy of which Survey is attached hereto as Exhibit A and incorporated herein. The description of the Property as set forth on the Survey is hereby substituted for and replaces Exhibit A attached to the original Contract. All references to the Property in the Contract, including the references in Article I and Exhibit A thereto, shall mean and refer to the 6.236 acres, more or less, as described in the Survey attached hereto as Exhibit A.

4. **Continued Force and Effect.** Except as expressly set forth herein, the terms, provisions and conditions set forth in the Contract shall remain unchanged and in full force and effect.

5. **Counterparts.** This Amendment may be signed in duplicate counterparts and facsimile signatures shall be deemed as originals.

EXHIBITS:
Exhibit A – Property Description/Survey

[COUNTERPART SIGNATURE PAGES FOLLOW]
COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

SELLER:
W.F. PARTNERSHIP, LTD., a Texas limited partnership

By its Sole General Partner:
W.F. REAL ESTATE, L.L.C., a Texas limited liability company

By: ____________________________
Ann Denton Wells, President

D.F. PARTNERSHIP, LTD., a Texas limited partnership

By its Sole General Partner:
D.F. REAL ESTATE, L.L.C., a Texas limited liability company

By: ____________________________
Lloyd A. Denton, Jr., President
COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

MUSSELMAN:
MUSSELMAN RANCHES, INC., a Texas corporation

By: Jamie B. Musselman, President

JO-BEE:
JO-BEE RANCHES, INC., a Texas corporation

By: Jamie B. Musselman, President
COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

BUYER:

NRP PROPERTIES LLC

By: [Signature]

Name: [Name]

Title: [Title: Authorized Signatory]
RECEIPT OF FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

The undersigned hereby acknowledges receipt of a fully executed copy of this First Amendment to Purchase and Sale Contract.

TITLE COMPANY:

STEWART TITLE GUARANTY COMPANY

By: ________________
Name: Terry Barnett
Title: Closing Coordinator
Date: 2-28-18, 2018
EXHIBIT A
PROPERTY DESCRIPTION/SURVEY
CONTRACT OF SALE

THIS CONTRACT OF SALE (the "Contract") is made between W.F. PARTNERSHIP LTD., a Texas limited partnership, D.F. PARTNERSHIP, LTD., a Texas limited partnership, and MUSSELMAN RANCHES, INC., a Texas corporation (collectively, the "Seller") and NRP PROPERTIES LLC, and/or assigns ("Purchaser"), who, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1.

SALE OF THE PROPERTY

Subject to the terms and provisions of this Contract, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller approximately 5.5 acres of a 6.0 acre parcel of real property located at Nacogdoches Road in San Antonio, Texas and known as Parcel # 591583 of the Bexar County Tax Records described and depicted on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, and to be more fully described in the Survey delivered in accordance with Section 4.2 herein, together with all rights and appurtenances thereon or in anywise appertaining thereto, including any mineral rights associated with the land (collectively, the "Property"). Purchaser acknowledges that Seller will retain the approximately 0.5 acre portion of the 6.0 acre tract currently zoned under zoning classification C-3R as depicted on Exhibit "A" attached hereto ("Retained Land").

ARTICLE 2.

PURCHASE PRICE

The total purchase price for the Property (the "Purchase Price") shall be One Million Four Hundred Thirty-Seven Thousand Four Hundred and Eighty Dollars ($1,437,480) to be paid to Seller in cash at Closing, as that term is defined in Section 7.1 hereof, subject to prorations and other credits provided for in this Contract.

ARTICLE 3.

INITIAL CONSIDERATION AND EARNEST MONEY DEPOSIT

3.1 Earnest Money Deposit. Within ten (10) days from the execution of this Contract by Purchaser and Seller, Purchaser shall deposit with Stewart Title Guaranty Company, Attention: Terry Barnett, 1980 Post Oak Blvd. Suite 610, Houston, Texas 77056 (hereinafter referred to as the "Title Company"), the sum of Thirty Thousand Dollars ($30,000) (the "Earnest Money Deposit").

3.2 Application. The Earnest Money Deposit shall be applied as a credit against the Purchase Price at Closing unless refunded to Purchaser or paid as liquidated damages to Seller as herein provided. The Earnest Money shall be refundable to Purchaser in the event of a Permitted Termination of this Contract by Purchaser, as defined in Section 10.1 herein.

Jo-Bea Ranches, Inc. is not named as a seller - bps
3.3 Interest. The Earnest Money Deposit shall be deposited in an interest bearing account in a federally insured institution in the United States, or other investment acceptable to Purchaser. Interest on the Earnest Money Deposit shall become part of the Earnest Money Deposit.

ARTICLE 4.

TITLE AND SURVEY

4.1 Title Binder. Title Company shall, as soon as possible, and not later than ten (10) days from the Effective Date, cause to be furnished to Seller and Purchaser a current standard ALTA Owners Policy of Title Insurance (Form B- Amended 10-17-70) form Commitment for Title Insurance (the “Commitment”), issued through the Title Company, describing the Property (which legal description, unless and to the extent modified by the Survey prescribed in Section 4.2 below, shall be deemed incorporated in this Contract), listing Purchaser or its assignee as the proposed insured and showing the Purchase Price or such greater amount as specified by Purchaser as the policy amount. At such time as Title Company delivers the Commitment to Purchaser and Seller, Title Company shall further deliver to Purchaser and Seller legible true copies of all instruments referred to in the Commitment as conditions or exceptions to title to the Property.

4.2 Survey. If the Purchaser does not sooner terminate, then within sixty (120) days after the Effective Date, Purchaser shall cause to be prepared, at Purchaser’s expense, an updated boundary survey (the “Survey”) of the Property, prepared by a surveyor licensed in the State of Texas and delivered to Seller and Title Company. Seller shall have a period of fifteen (45) days after receipt of the Survey to review same and notify Purchaser of any objections to the area/configuration of the Property and any other matters shown or referred to in the Survey (“Survey Review Period”). If Seller and Purchaser are not able to agree on the area of or configuration of the Property as set forth on the Survey, either party may, as its exclusive remedy hereunder, terminate this Contract by written notice to the other party within ten (10) days after the expiration of the Survey Review Period. Notwithstanding the foregoing, Seller may not terminate pursuant to the foregoing, unless the acreage or the boundaries of Seller’s retained property have changed by greater than 10% from what is shown on Exhibit A. Failure by a party to terminate this Contract in the time and manner prescribed herein will constitute such party’s waiver of this condition and acceptance of the area and configuration of the Property as set forth on the last version of the Survey submitted to such party within the Survey Review Period.

4.3 Review of Title and Survey. Purchaser shall have a period (the “Review Period”) ending thirty (30) days prior to the expiration of the Feasibility Period, as extended if applicable, in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Commitment or on the Survey. Any title encumbrances or exceptions which are set forth in the Commitment or on the Survey, and to which Purchaser does not object within the Review Period, shall be deemed to be permitted exceptions to the status of Seller’s title (the “Permitted Exceptions”). Except for real estate taxes and assessments not yet due and payable as of the Closing, all mortgages, liens and other encumbrances of ascertainable amounts (collectively, the “Monetary Encumbrances”) shall be paid or otherwise satisfied by Seller at or prior to Closing and removed from record by the Title Company, and in no event shall such exceptions be
deemed Permitted Exceptions. In the event Seller fails to satisfy its obligation to remove and cure any such Monetary Encumbrances at or prior to Closing, Purchaser shall have the right in its sole discretion to satisfy such obligations on behalf of Seller (including, without limitation, the payment or any prepayment penalties in connection with discharging any Monetary Encumbrances) and to deduct from the Purchase Price all costs and expenses incurred by Purchaser in connection with same; the exercise of such right shall not however, waive Seller’s default in not performing its obligations hereunder.

4.4 Objections to Status of Title. In the event that Purchaser shall object to the status of Seller’s title during the Review Period, Seller shall have ten (10) days from delivery of Purchaser’s objections within which to satisfy Purchaser’s objections (“Seller’s Cure Period”). In the event Seller shall be unable or unwilling to satisfy Purchaser’s objections within Seller’s Cure Period, Purchaser shall have the option to (i) waive Purchaser’s objections and purchase the Property as otherwise contemplated in this Contract, notwithstanding such objections, in which event the subject matter of such waived objections shall become Permitted Exceptions, and Seller shall convey the Property to Purchaser by the deed referred to in Section 7.4(a)(1) hereof, subject to the Permitted Exceptions, or (ii) terminate this Contract by written notice to the Seller prior to expiration of the Feasibility Period, as extended if applicable, which shall be a Permitted Termination as provided in Section 10.1 hereof. If Purchaser does not terminate this Contract in the time and manner prescribed herein, Purchaser shall be deemed to have waived the objections. For avoidance of doubt, Seller shall be obligated to remove the Monetary Encumbrances even if Purchaser does not object to such exceptions. Should any additional exceptions to title or survey matters, except for any such matters otherwise approved by Purchaser as contemplated and permitted herein (“New Title Matters”) be disclosed in any update or otherwise after the Feasibility Period, Purchaser’s obligation to purchase the Property shall be conditioned upon its approval of such additional exceptions to title or survey matters within ten (10) days after receipt thereof, which approval shall be at Purchaser’s sole discretion.

ARTICLE 5.

INVESTIGATION BY PURCHASER

5.1 Matters to be Submitted. Within five (5) days from the Effective Date, and to the extent same exist and are in Seller’s possession, Seller shall deliver to Purchaser, at Seller’s sole cost and expense, the following items (hereinafter referred to as the “Submission Matters”):

(a) copies, certified by Seller to be true and correct, of all real property tax bills with respect to the Property for the years 2014, 2015 and 2016 and the valuation for 2017 and copies of any notices received by Seller of any taxing authority’s intent to effect a change in the assessed value or basis for levy of taxes with respect to the Property indicated in such bills;

(b) copies of all environmental site assessments or geotechnical reports of the Property which have been prepared for Seller or are in Seller’s possession, if any;
(c) copies of any surveys, site plans, engineering plans, development plans or studies, drainage studies, soil and substrata studies, property condition reports and certificates of occupancy in Seller's possession;

(d) copies of all other information or due diligence in Seller's possession which is in any way connected with the ownership or use of the Property or any part thereof; and

(e) copies of all code violation notices, condemnation notices, contamination notices, or other notices that may have been received by Seller from a governmental entity within the past two (2) years.

5.2 Feasibility Period. Purchaser shall have a period commencing on the Effective Date and end on September 15, 2018 (the "Feasibility Period") to examine the Submission Matters and to physically inspect the Property, and Purchaser or Purchaser's authorized representative shall have the right from and after the Effective Date to enter upon and make tests on the Property, which tests may include soil analysis and core drilling. Purchaser shall repair any physical damage occasioned to the Property as a result of such tests. Purchaser shall indemnify and hold Seller harmless from any and all costs or expenses incurred in relation to the inspections and studies described herein. Notwithstanding the foregoing, Purchaser shall have no obligation or liability to Seller under this Section for claims arising out of or related to (i) the discovery by Purchaser or any Purchaser's representatives of any adverse condition or defect on, under or affecting the Property; or (ii) the discovery by Purchaser of any hazardous or toxic materials, substances or wastes, or other materials injurious to human health or the environment within, on, under or adjacent to the Property that were not released or deposited by Purchaser or any of Purchaser's representatives. Provided that Purchaser is not in default hereunder and no event has occurred which would constitute a default with the giving of notice or passage of time, or both, Purchaser shall have the right, in its sole discretion, to extend the Feasibility Period for up to thirty (30) days by written notice to Seller prior to the expiration of the Feasibility Period, together with depositing with the Escrow Agent the amount of Ten Thousand Dollars ($10,000) for such extension (an "Extension Fee") which payment(s) shall become nonrefundable (except in the event of a Permitted Termination by Purchaser), but shall be applicable to the Purchase Price at Closing. If Purchaser has not terminated this Contract prior May 1, 2018, then commencing on May 1, 2018 and continuing through August 1, 2018, Purchaser shall deposit with the Title Company Seven Thousand Five Hundred Dollars ($7,500) a month on the first business day of the month during the Feasibility Period, as extended, (each, a "Progress Payment"), which payments shall be immediately released to Seller and shall become nonrefundable (except in the event of a Permitted Termination by Purchaser), but shall be applicable to the Purchase Price at Closing.

5.3 Approval of Inspections. The obligations of Purchaser pursuant to this Contract are expressly conditioned and contingent upon Purchaser's satisfaction with and approval of the Submission Matters and the results of all inspections made by Purchaser pursuant to the provisions of this Article 5 within the Feasibility Period, as extended if applicable, such satisfaction and approval to be in the sole and absolute discretion of Purchaser. In the event of disapproval by Purchaser of the results of one or more of such inspections and inquiries, or if Purchaser for any other reason determines that Purchaser does not want to purchase the Property,
this Contract shall at the election of Purchaser be terminated upon written notice to Seller prior to
the expiration of the Feasibility Period, as extended if applicable, which shall be a Permitted Termination as provided in Section 10.1 hereof. If Purchaser does not terminate the Contract as set forth in this Section 5.3, then the Earnest Money shall be non-refundable (except in the event of Permitted Termination), but applicable to the Purchase Price at Closing.

5.4 Easements/Restrictions. During the Feasibility Period, Purchaser and Seller shall determine any drainage, access, parking, utility, or other easements or other use agreements or restrictions that may be required for Seller’s development of the Retained Land and Purchaser’s Residential Community (defined below), including but not limited to any shared use, maintenance or payment therefor (collectively, “Easements”). Each party shall draft any such Easements requested by such party and deliver the drafts of Easements to the other party at least thirty (30) days prior to the expiration of the Feasibility Period, as extended if applicable. In the event Purchaser and Seller fail to mutually agree on the terms, provisions and locations of any such Easements, either Seller or Purchaser may terminate this Contract prior to expiration of the Feasibility Period, as extended if applicable, as a Permitted Termination as provided in Section 10.1 hereof. “Residential Community” shall be defined as an apartment development with conditions acceptable to Purchaser in Purchaser’s sole discretion, as well as utilities in sufficient capacity to accommodate Purchaser’s proposed development of a Residential Community on the Property.

5.5 Governmental Approvals. Purchaser shall have the right to file, at Purchaser’s expense, any and all plans required in order to obtain a building permit, and any subdivision (or the vacation of any existing subdivision or consolidation plat), or any other application to obtain any approval or permit from any and all governmental authorities having jurisdiction over the Property which Purchaser deems appropriate in connection with the Residential Community (collectively, the “Governmental Approvals”). Purchaser shall be permitted to subdivide the Property and file plats to allow the portion of Parcel #591583 as described on the Survey approved by Seller and Purchaser in accordance with Article 4 herein to be deeded to Purchaser. Seller will cooperate with and assist Purchaser in connection with such Governmental Approvals, including, without being limited to, the signing of all documents and plats necessary or instant to the processing of such applications and attendance at whatever meetings may be required in order that Purchaser may receive approval of such applications; provided, however, that Seller will not be required to incur any expense with respect thereto or be responsible for any costs in connection with such Governmental Approvals.

5.6 Seller Approval. Notwithstanding anything in this Contract to the contrary, Purchaser will not enter into any agreements or submit any application, request or other inquiry to TCEQ, the City of San Antonio, Bexar County, SAWS, CPS Energy or other utility provider, including, without limitation, the subdivision plat referenced in Section 5.5 herein, and any request for rezoning of the Property or any portion thereof, which could be or become binding on the Property, Seller’s Retained Land, and/or Seller, unless and until the form and content of such submission is expressly approved in writing by Seller, which approval will not be unreasonably withheld, conditioned, or delayed. Applications and submissions by Purchaser for tax credits, financing or other development or tax incentives for development of the Project on the Property will not be subject to Seller approval hereunder.
5.7 Survival. Seller and Purchaser acknowledge and agree that Purchaser’s obligations and indemnities set forth in Sections 5.2, 5.5 and 5.6 herein shall survive any termination of this Contract and Closing.

ARTICLE 6.

REPRESENTATIONS

6.1 Seller Representations. Seller represents to Purchaser as of the Effective Date and as of the Closing Date that:

(a) no portion of the Property shall, as of the Closing Date, be subject to the burdens or obligations of any agreement which would impose financial obligations, restrict or inhibit the operation and use of the Property by Purchaser for a Residential Community, other than any exceptions provided in the Commitment, any requirements of any plat, PUD or MUD covering the Property, or as otherwise permitted or approved by Purchaser in accordance with this Contract;

(b) there is no pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has not received any written notice and has no actual knowledge that any such proceeding is contemplated;

(c) there is no action, suit, proceeding or claim affecting any portion of the Property, or relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality nor is any such action, suit, proceeding or claim threatened or being asserted; and there is no proceeding pending or presently being prosecuted for the reduction of the assessed valuation or taxes or other impositions payable in respect of any portion of the Property;

(d) the Property is free and clear of all mechanic’s liens, liens, mortgages, or encumbrances of any nature except as expressly permitted in this Contract, and no work has been performed or is in progress by Seller, and no materials have been furnished to the Property, which might give rise to mechanic’s, materialman’s or other liens against the Property or any portion, except for the existing mortgage which is less than the Purchase Price and which will be released at or before Closing;

(e) Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, is not prohibited from consummating the transactions contemplated in this Contract by any law, regulation, agreement, instrument, restriction, order or judgment. This Contract constitutes a legal and valid binding obligation of Seller, enforceable in accordance with its terms. All actions necessary to authorize the execution, delivery and performance of this Contract by Seller has been or will be taken and such action has not been rescinded or modified. Seller is the owner of good and marketable indefeasible fee simple title in and to the Property, subject to the exceptions set forth in the Commitment;
(f) there are no adverse parties in possession of the Property or of any part thereof and no parties in possession thereof except Seller, except as otherwise expressly disclosed herein, and no party has been granted any license, lease, or other right relating to the use or possession of the Property, subject to the exceptions set forth in the Commitment;

(g) there are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof. There is no agreement of sale or option or right of first refusal or right of first offer or similar agreement with respect to the Property giving any party a right to purchase all or any interest in the Property, except for this Contract;

(h) there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property;

(i) there are no (a) proposed special assessments, or changes in the roads adjacent to the Property; (b) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property;

(j) except as disclosed in Section 11.3 herein, there are no lease brokerage agreements, leasing commission agreements, or other agreements providing for payments of any amounts for leasing activities or procuring tenants, with respect to the Property, nor is any tail period currently in effect with respect to any of the foregoing agreements;

(k) as to any and all reports and other information that was not generated by Seller, but which Seller has provided Purchaser as part of the Submission Materials (collectively referred to herein as “Third Party Information”), Seller makes no representation or warranties as to the truth and accuracy of the Third Party Information; provided, however, Seller represents that it knows of no information that would cause the Third Party Information to be false or misleading in any material way. Seller has made available to Purchaser a correct and complete copy of each of the Submission Materials (including all amendments, modifications, extensions, renewals, side letters, guarantees and other documents relating thereto). Each of the Submission Materials that constitute an agreement that would be binding on the Property or Purchaser after the Closing are in full force and effect and neither Seller, nor any other party thereto, is in default under any such agreement;

(l) to Seller’s knowledge, there are no wetlands, oil or gas wells (capped or uncapped) or underground storage tanks (in use or abandoned) on or about the Property. Neither Seller, nor to Seller’s knowledge, any prior owner or occupant has: (i) caused or permitted, and Seller has received no notice and has no knowledge of, the generation, manufacture, refinement, transportation, treatment, storage, deposit, release, salvage, installation, removal, disposal, transfer, production, burning or processing of Hazardous Substances (as hereinafter defined) or other dangerous or toxic substances or solid wastes on, under or about the Property; (ii) caused or permitted, and Seller has received no
notice and has no knowledge of, the Release (as hereinafter defined) or existence of any Hazardous Substance on, under or affecting the Property; or (iii) caused or permitted, and Seller has received no notice and has no knowledge of, any substances or conditions on, under or affecting the Property which may support any claim or cause of action, whether by any governmental agency or any other person, under any applicable federal, state, or local law, rule, ordinance or regulation. For the purpose of this Contract, the terms “Hazardous Substances” and “Release” shall have the same meaning as set forth the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et. seq.; provided, however, that the definition of Hazardous Substances shall also include petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.

(m) Seller is a citizen or resident of the United States of America, a domestic partnership, a domestic corporation or a non-foreign estate or trust, is not a “foreign person” and is not currently a U.S. Real Property Holding Company (as the foregoing terms are defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the “Federal Tax Laws”)) and Purchaser is not required to withhold from Seller, pursuant to the federal tax law, any of the consideration to be paid for the Property pursuant to this Contract. None of the funds used by Seller to operate the Property is or shall be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the “USA Patriot Act”); and

(n) there are no persons who are presently employed by Seller in connection with the operation of the Property whose employment will not terminate as to the Property on or before the Closing Date.

For purposes of this Contract, any phrase herein which limits a representation of Seller to its knowledge means such representation of Seller (i) is limited to the actual knowledge of Lloyd A. Denton, Jr., who is the representative of Seller who is the most familiar with the Property and with knowledge of the matters set forth herein, and to whom other employees of Seller direct all notices and correspondence that are addressed to or intended to be received by Seller when received in Seller’s offices; (ii) shall not be construed to mean the knowledge of any other employee, officer, director, or shareholder, attorney, or agent of the Seller or any affiliate of Seller; (iii) shall not impose upon the foregoing the duty to investigate the matter to which the knowledge or lack thereof pertains; and (iv) shall not impose any personal liability upon such person for the inaccuracy of such representation.

6.2 Closing Certificate. At Closing, Seller shall execute and deliver to Purchaser a certificate (“Closing Certificate”) certifying that the representations set forth by Seller in this Contract are true and correct in all material respects as of Closing except as may be otherwise set forth in the Closing Certificate. If the qualifications set forth in the Closing Certificate are material and arise as a result of causes other than the act or failure to act of Seller, Purchaser (as its sole remedy) may either: (a) waive said matter and close this transaction in accordance with the terms hereof; or (b) elect to terminate this Contract by delivering written notice thereof to
Seller on or before the Closing, which shall be a Permitted Termination as provided in Section 10.1 hereof. If the qualifications set forth in the Closing Certificate arise out of the act or failure to act of Seller, Purchaser shall have the remedies set forth in Section 10.2.

6.3 Buyer Representations. Buyer represents to Seller as of the Effective Date and as of the Closing Date that:

(a) Purchaser has all requisite power and authority to enter into and perform this Contract. Each person executing this Contract on behalf of Purchaser warrants that he/she has all requisite authority to do so.

(b) EXCEPT FOR SELLER’S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT OR ANY OF THE CLOSING DOCUMENTS, PURCHASER ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION “AS IS,” WHERE IS” AND “WITH ALL FAULTS.” EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED WITH RESPECT TO SUCH PROPERTY, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THIS CONTRACT. EXCEPT FOR SELLER’S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT OR ANY OF THE CLOSING DOCUMENTS, PURCHASER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF THE SELLER. PURCHASER IS PURCHASING THE PROPERTY WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED AND THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT.

The provisions of this Section 6.3(b) shall survive Closing.

6.4 Survival. The representations and warranties made by Seller in Section 6.1 hereof or elsewhere in this Contract shall survive any inspection or investigation made by or on behalf of Purchaser and the passage of title from Seller to Purchaser and shall thereafter survive for a period of one (1) year at which time they shall terminate if Purchaser has not previously commenced litigation based on the breach thereof. Seller shall and does hereby indemnify Purchaser from and against any and all actual loss, damage, cost and expense, including court costs and reasonable attorneys’ fees and expenses, which Purchaser may incur or sustain by reason of, or in connection with, any material inaccuracy of, or misrepresentation in, any information, certificate (including the Closing Certificate) or instrument furnished or to be furnished by Seller or at its request hereunder or any breach of Seller’s representations or warranties in this Contract, provided, however that the cap on damages pursuant to this section shall be $250,000.
ARTICLE 7.

CLOSING

7.1 Time and Place of Closing. Provided that all of the conditions of this Contract shall have been satisfied, and specifically all Conditions Precedent to Closing, on or prior to the Closing Date (herein so called), the Closing (herein so called) of this transaction shall take place at the Title Company or by mail away closing through the Title Company thirty (30) days following the expiration of the Feasibility Period, as extended, at 5:00 p.m. local time, or such earlier date as may be specified by Purchaser by not less than ten (10) days advance notice to Seller. Purchaser shall have the right, in its sole discretion, to extend the Closing Date for up to thirty (30) days by written notice to Seller prior to the Closing Date, together with depositing with the Escrow Agent the amount of Ten Thousand Dollars ($10,000) for such extension (an “Extension Fee”) which payment(s) shall become nonrefundable (except in the event of a Permitted Termination by Purchaser) but shall be applicable to the Purchase Price at Closing.

7.2 Expenses. Seller shall pay the cost of the tax certificates, any governmental transfer taxes, any rollback taxes due (including any rollback taxes as a result of a change in zoning or land use), its own attorney’s fees, one-half of the escrow fee charged by the Title Company, and its share of the prorations as set forth in Section 7.3 hereof. Purchaser shall pay the cost of the Survey, its proportionate share of the prorations as set forth in Section 7.3 hereof, one-half of the escrow fee charged by the Title Company, the recording fees for its deed, the premium for a standard ALTA Owner’s Policy of Title Insurance issued by the Title Company insuring Purchaser’s title to the Property in indefeasible fee simple in the amount of the Purchase Price for the Property, and its own attorney’s fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

7.3 Prorations. Real property ad valorem taxes, and utility charges, if any, shall be prorated to the Closing, based upon actual days involved. Seller shall be responsible for all ad valorem taxes for any period prior to the Closing. All charges pursuant to any utility charges shall be determined as of the day prior to the Closing Date and paid by Seller. To the extent that the actual amounts of such charges, expenses, and income referred to in this Section are unavailable at the Closing Date, the closing statements shall be based upon estimated amounts, and no readjustment of these items shall be made based on the actual bill for such item. Seller shall bear all expenses through the Closing Date. In connection with the proration of real property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, an estimated proration of taxes shall be made using tax figures from the preceding year, and no further adjustment will be made based on actual taxes assessed. Seller shall, on or before the Closing Date, furnish to Purchaser and the Title Company all information necessary to compute the prorations provided for in this Section. Except for the prorations between Purchaser and Seller as hereinabove provided, the payment of any and all assessments, special assessments, charges, levies, or taxes against the Property, shall be the sole responsibility of and shall be paid by Seller if due and payable prior to the Closing Date and shall be the sole responsibility of and shall be paid by Purchaser if due and payable on or after the Closing Date, provided, however, that Seller shall be responsible for and shall pay subsequent assessments for ad valorem taxes for years prior to the year of Closing due to change in land usage or in ownership of the Property.
7.4 Deliveries at Closing. At the Closing:

(a) Seller shall deliver to Purchaser the following:

1) a Special Warranty Deed ("Deed"), duly executed and acknowledged by Seller, conveying to Purchaser the Property in indefeasible fee simple, free and clear of any lien, encumbrance or exception other than the Permitted Exceptions;

2) those items required by the Title Company to allow the Title Company to issue a standard ALTA form Owner Policy of Title Insurance conforming to the requirements of Article 4 above, insuring Purchaser’s title in the amount of the Purchase Price with the so-called standard exceptions deleted and containing no exceptions other than the Permitted Exceptions, including state and local forms and an owner’s affidavit;

3) ad valorem tax statements for the Property for the calendar year of the Closing, if available and if not previously presented;

4) possession of the Property;

5) a Closing Certificate as required by Section 6.2 of this Contract;

6) such evidence of the authority and capacity of Seller as Purchaser and/or the Title Company may reasonably require;

7) a “Bills Paid Affidavit” to Purchaser and the Title Company verifying that all bills and other payables due in connection with the Property are paid, and any other documentation reasonably required by the Title Company in connection with the Closing;

8) an affidavit in form and substance acceptable to Purchaser and in compliance with federal tax laws including, without limitation, the Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended, which shall, among other things, set forth under penalty of perjury Seller’s taxpayer identification number, a description of the Property, and the statement made under the penalty of perjury that Seller is not a “foreign person” (as defined in the aforementioned federal tax laws);

9) a Closing Statement, executed by Seller and listing all costs and prorations required to be paid by Seller hereunder; and

10) The Easements, if any.

(b) Purchaser shall deliver to Seller the following:

1) the consideration required pursuant to Article 2 hereof in cash or by Purchaser’s certified or cashier’s check in U.S. funds;
(2) a Closing Statement, executed by Purchaser and listing all costs and prorations required to be paid by Purchaser hereunder;

(3) the Deed, duly executed and acknowledged by Purchaser;

(4) the Easements, if any; and

(5) such evidence of the authority and capacity of Purchaser and its representatives as Seller or the Title Company may reasonably require.

Notwithstanding the foregoing provisions of this Section 7.4(b), if Seller is a "foreign person" (as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended, and applicable Treasury Regulations pertaining thereto) or if Seller fails to deliver the affidavit required in Subsection 7.4(a)(8) hereof, then in either such event, although the full consideration required pursuant to Article 2 shall be due by Purchaser at Closing, the funding to Seller at the Closing shall be adjusted to the extent required to comply with the aforementioned federal tax laws and the amount so withheld shall be retained by the Purchaser for delivery to the Internal Revenue Service (together with the appropriate forwarding forms prescribed by the aforementioned federal tax laws).

ARTICLE 8.

INTERIM RESPONSIBILITIES OF SELLER

Seller agrees that during the period between the Effective Date and the Closing Date:

(a) Seller will manage the Property in accordance with the practices of a prudent real estate operator and shall continue to offer services and amenities (if applicable) in accordance with its practices prior to the Effective Date;

(b) Except as otherwise contemplated and permitted herein, Seller will enter into no agreement with respect to the leasing, use, operation or maintenance of any portion of the Property without the prior written consent of Purchaser, which consent will not be unreasonably withheld, conditioned or delayed;

(c) subject to the prorations prescribed in Section 7.3 hereof, Seller will cause to be paid any and all costs and expenses of operation and maintenance of the Property incurred or attributable to a period prior to the Closing; and

(d) Except as otherwise contemplated and permitted herein, Seller will not further encumber or permit encumbrance of the Property in any manner.

ARTICLE 9.

CONDITIONS

9.1 Conditions Precedent to Purchaser’s Obligation to Close. Purchaser’s obligation to consummate the transactions contemplated hereunder is conditioned upon satisfaction of each
of the following conditions at or prior to the Closing (or such earlier date as is specified with respect to a particular condition):

(a) Seller shall have delivered to the Purchaser duly executed copies of the documents and deliveries set forth in Section 7.4(a) hereof.

(b) None of the representations and warranties of Seller set forth in Article 6 hereof shall be untrue or inaccurate in any material respect;

(c) Seller shall not have failed to perform or comply with any of its agreements or obligations in the manner and within the periods provided herein, unless waived by Purchaser as hereinafter provided in this Paragraph 9.1;

(d) Neither Seller, nor any of the individual parties comprising Seller, shall be in receivership or dissolution, or have made any assignment for the benefit of creditors, or admitted in writing their inability to pay their debts as they mature, or have been adjudicated a bankrupt, or have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or any arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any State, and no such petition shall have been filed against it;

(e) No change shall have occurred with respect to the Property which would materially and adversely affect the findings made by Purchaser in connection with its inspections made pursuant to the terms of this Contract, unless caused by Purchaser during its inspections and studies of the Property;

(f) Neither the Property nor any part thereof or interest therein shall have been taken by execution or other process of law in any action prior to Closing;

(g) There will be no general moratorium or similar restriction imposed by any governmental authority or utility supplier with respect to the issuance of building permits affecting the Property, or sanitary sewer, water or electrical connections with respect thereto, or any other item necessary for construction of the Residential Community;

(h) The Property has been subdivided and/or consolidated and replatted except with the approval of Purchaser in accordance with Section 5.5 herein;

(i) The Property shall have received all necessary Easements for the Residential Development in accordance with Section 5.4 herein; and

(j) As of the Closing Date, the Title Company shall be irrevocably committed to issuing to Purchaser a Title Policy in conformance with the requirements of Article 4 above, down-dating the effective date to the Closing Date, confirming that all requirements to the issuance of the final policy have been satisfied, insuring Purchaser as owner of the Property, and removing all exceptions other than Permitted Exceptions.
In the event that all of the above conditions are not satisfied at or prior to the Closing (or such earlier date as is specified with respect to a particular condition), Purchaser may terminate this Contract, which shall be a Permitted Termination as provided in Section 10.1 hereof, provided, however, Purchaser may waive any condition in its sole discretion and proceed to Closing.

ARTICLE 10.

TERMINATION, DEFAULT AND REMEDIES

10.1 Permitted Termination. If this Contract is terminated by either party pursuant to a right expressly given it to do so hereunder (herein referred to as a “Permitted Termination”), except for a termination by Seller because of the default of Purchaser, the Earnest Money Deposit, the Extension Fees and the Progress Payments to the extent paid by Purchaser hereunder shall immediately be returned to Purchaser, this Contract shall thereafter be null and void and neither party shall have any further rights or obligations hereunder, except for such obligations that expressly survive the termination of this Contract.

10.2 Default by Seller. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) any of Seller’s representations set forth herein are untrue or inaccurate in any material respect; or

(b) Seller shall fail to meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination.

In the event of a default by Seller hereunder and which default has not been remedied by Seller within ten (10) days after written notice thereof from Purchaser to Seller, Purchaser may, at Purchaser’s option and as Purchaser’s sole and exclusive remedy hereunder, do any of the following:

(1) terminate this Contract by written notice delivered to Seller at or prior to the Closing and receive a refund of the Earnest Money Deposit, Extension Fees and Progress Payments to the extent paid by Purchaser hereunder, and in such event, Seller shall reimburse Purchaser for its actual out of pocket costs incurred in connection with this Contract and the due diligence, rezoning, the Approvals and any other entitlements of the Property, not to exceed the aggregate sum of $50,000.00 (collectively, the “Liquidated Damages”);

(2) enforce specific performance of Seller’s obligation to convey the Property to Purchaser in accordance with the terms, provisions and conditions herein. If Purchaser exercises the remedy of specific performance provided herein, then Purchaser must give Seller notice of its election of such remedy (“Remedy Election Notice”) within ninety (90) days after the date of Seller’s alleged default under this Contract, and Purchaser must file suit for specific performance not more than six (6) months after the date of Seller’s alleged
default, and any failure by Purchaser to do so shall be a waiver of Purchaser’s right to enforce specific performance.

(3) in the event specific performance is not available as a result of any action or inaction on the part of Seller, bring an action against Seller for recovery of the Earnest Money Deposit, Extension Fees, and Progress Payments to the extent paid by Purchaser hereunder and the Liquidated Damages.

10.3 Default by Purchaser. Purchaser shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) any of Purchaser’s representations set forth herein are untrue or inaccurate in any material respect; or

(b) Purchaser shall fail to meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination.

In the event of a default by Purchaser hereunder that is not cured within ten (10) days after written notice thereof from Seller to Purchaser, then Seller, as Seller’s sole and exclusive remedy for such default, shall be entitled to terminate this Contract by notice to Purchaser and receive the Earnest Money Deposit, Extension Fees, and Progress Payments to the extent paid by Purchaser hereunder, it being agreed between Seller and Purchaser that such sum shall be liquidated damages for a default by Purchaser hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

10.4 Attorney’s Fees. In the event of a legal action or other proceeding arising under or related to this Contract, or a dispute regarding any alleged breach, default, claim or misrepresentation arising out of or related to this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover all its reasonable attorneys’ fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of attorneys’ fees and costs due and payable to it. The reasonable costs to which the prevailing party shall be entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, costs of electronic research such as Westlaw or Lexis-Nexis, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable by law.

10.5 Remedies. Notwithstanding any provision in this Contract to the contrary, (i) no termination of this Contract, including a Permitted Termination, will terminate a party’s obligations and indemnities set forth herein which expressly survive termination of this Contract, and (ii) except for the remedies set forth in this Article 10 or Article 6 each party expressly waives any other remedies to which it may otherwise be entitled at law or in equity, including the right to seek or recover any other monetary damages, including, without limitation, any actual
ARTICLE 11.

MISCELLANEOUS

11.1 Casualty Loss. All risk of loss to the improvements on the Property shall remain upon Seller prior to Closing. If prior to Closing, the improvements on the Property shall be damaged or destroyed by fire or other casualty, Purchaser shall still be obligated to close. There shall be no reduction in the Purchase Price, provided, however, Purchaser shall be entitled to the proceeds of any insurance in connection therewith and Seller shall credit to Purchaser at Closing the amount of the deductible required under such insurance policies.

11.2 Condemnation. From the Effective Date through the Closing Date, Seller agrees to give Purchaser prompt notice of any actual or proposed taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur the actual or proposed taking or condemnation of all or any portion of the Property as would, in Purchaser’s sole discretion, interfere with Purchaser’s intended use thereof as a Residential Development, then in any such event, Purchaser may at its option terminate this Contract by notice to Seller within ten (10) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier. If Purchaser does not elect to terminate this Contract, then the Closing shall take place as provided herein without adjustment of the Purchase Price, and Seller shall assign to purchaser any condemnation proceeds available.

11.3 Brokerage Commission.

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<thead>
<tr>
<th>BROKER</th>
<th>COMMISSION</th>
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<tbody>
<tr>
<td>Seller’s Broker:</td>
<td>3% of Purchase Price</td>
</tr>
<tr>
<td>Daryl Lange</td>
<td></td>
</tr>
<tr>
<td>Purchaser’s Broker:</td>
<td>3% of Purchase Price</td>
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<tr>
<td>Robert Jack</td>
<td></td>
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</tbody>
</table>

Notwithstanding the foregoing, Seller shall pay the Commission to Purchaser’s Broker only in accordance with the terms of the Commission Agreement between Seller, Purchaser, Seller’s Broker and Purchaser’s Broker, in the form attached hereto as Exhibit “B” and incorporated herein (“Commission Agreement”).

EACH PARTY HERETO REPRESENTS AND WARRANTS TO THE OTHER PARTY THAT EXCEPT FOR THE BROKERS REFERENCED HEREIN, IT HAS NOT EMPLOYED ANY BROKER OR FINDER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS CONTRACT, AND THE PARTIES SHALL INDEMNIFY AND HOLD EACH OTHER HARMLESS AGAINST AND FROM ANY CLAIMS, COSTS, FEES, EXPENSES AND LIABILITIES IN CONNECTION WITH CLAIM TO FEES, COMMISSIONS OR OTHER COMPENSATION BY ANY BROKER OR FINDER ALLEGEDLY EMPLOYED BY SUCH PARTY. The provisions of this Section shall survive the Closing or termination of this Contract.
11.4 **No Assumption of Seller’s Liabilities.** Purchaser is acquiring only the Property from Seller and is not the successor of Seller. Purchaser does not assume or agree to pay, or indemnify Seller or any other person or entity against, any liability, obligation or expense of Seller or relating to the Property in any way except only to the extent, if any, expressly and specifically provided herein or in the Closing Documents.

11.5 **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received (except where receipt is specified in this Contract), upon the later of (i) facsimile or email transmission to the addressee at the telecopier number or email address set forth below, receipt of which is confirmed (and if receipt is not confirmed, then a copy thereof shall be delivered to an overnight delivery courier for delivery the following day), or (ii) deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, addressed to the addressee at its address set forth below, or at such other address or telex number as such party may have specified theretofore by notice delivered in accordance with this Section and actually received by the addressee:

**If to Seller:**

W.F. Partnership, Ltd., D.F. Partnership, Ltd., and Musselman Ranches, Inc.
c/o Bitterblue, Inc.
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218
Attn: Lloyd A. Denton, Jr.
Phone: 210-828-6131
Email: laddiedenton@bitterblue.com

**With a copy to:**

Wilson & Wilson Law, P.C.
1919 Oakwell Farms Parkway, Suite 255
San Antonio, Texas 78218
Attn: Jamie M. Wilson
Phone: 210-804-0800
Email: jwilson@lawwilson.com

**If to Purchaser:**

NRP Properties LLC
5309 Transportation Boulevard
Cleveland, Ohio 44125
Phone: 216-475-8900
Email: jarechiga@nrpgroup.com

**With a copy to:**

Noam Magence
The NRP Group LLC
5309 Transportation Boulevard
Cleveland, Ohio 44125
Phone: 216.584.0660
Email: nmagence@nrpgroup.com
11.6 Governing Law; Venue. The laws of the State of where the Property is located shall govern the validity, enforcement and interpretation of this Contract.

11.7 Integration; Modification; Waiver. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought.

11.8 Counterpart Execution and Electronic Delivery. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signed copies of this executed Contract may be delivered electronically, and such copies shall be deemed to be originals.

11.9 Headings; Construction. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder” and other similar compounds of the words “here” when used in this Contract shall refer to the entire Contract and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the City or County in which the Property is located, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

11.10 Invalid Provisions. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

11.11 Binding Effect. This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and assigns. Purchaser may assign its rights hereunder to an affiliated entity managed or controlled by Purchaser or to a partnership controlled by a non-profit general partner, and upon acceptance of any such assignment by the assignee and the assumption of Purchaser’s obligations hereunder to an affiliated entity, and provided that Purchaser shall not be relieved of all duties and obligations hereunder. Except as expressly provided herein, nothing in this Contract is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Contract.

11.12 Further Acts. In addition to the acts recited in this Contract to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.
11.13 Exhibits. All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

11.14 Effective Date. The date of formation of this Contract (herein called the “Effective Date”) shall for all purposes be the date of delivery of the fully executed Contract and Commission Agreement to the Title Company as evidenced by the date on the Title Company’s acknowledgement of receipt attached to this Contract.

11.15 Acceptance. Purchaser may accept this Contract only by returning an executed counterpart of this Contract and the Commission Agreement, executed by Purchaser and Purchaser’s Broker, to the Title Company. Unless Purchaser accepts this Contract in the manner prescribed above by 5:00 o’clock P.M., San Antonio Time, on Friday, November 30, 2017, this offer shall terminate and be of no further force and effect.

11.16 Modifications and Waivers. This Contract cannot be changed nor can any provision of this Contract, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Contract, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

11.17 Time of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next Business Day.

11.18 1031 Exchange. If so requested by either party, the other party will cooperate in structuring and completing this transaction for the requesting party so as to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In particular, such other party will consent to the assignment by the requesting party prior to the Closing hereunder of its rights hereunder to a “qualified intermediary” or other third party for such purposes. The foregoing notwithstanding, in connection with any such exchange, neither party shall have any obligation to acquire title to any real property nor to enter into any contract: (i) that may create or impose upon such party any non-monetary obligation or negative covenant; (ii) that does not provide that the sole and exclusive remedy of any seller for a breach shall be to retain as liquidated damages the deposit paid to said seller; or (iii) that requires such party to execute any mortgage, deed of trust or similar financing instrument. It is further agreed that: (1) neither party shall assume any responsibility for the tax consequences to any other party arising out of any exchange effected pursuant to this Section; (2) the requesting party shall reimburse the other party for all additional costs and expenses (including reasonable attorney’s fees) incurred by such other party in connection with any such exchange; and (3) the requesting party shall indemnify and hold the other party harmless from and against any and all loss, cost,
damage, expense or other liability (including reasonable attorneys' fees) that such other party may incur or suffer in the performance of its obligations under this Section.

11.19 **TEXAS DISCLOSURES.**

A. **District.** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Section 49.452 of the Texas Water Code requires Seller to deliver and the Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

B. **Coastal Area.** If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, Section 33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included in the Contract.

C. **Annexation.** If the Property is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction 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 extraterritorial jurisdiction. To determine if the Property is located within municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

D. **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Property, Seller shall give Purchaser statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

E. **Certificated Water and Sewer Service.** The following disclosure is made for the purpose of complying with Texas Water Code Section 13.257 and is not intended to and does not alter the rights and obligations of Purchaser and Seller:

**Notice Regarding Certificated Water and Sewer Service**

The Property 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 Property.

F. Rollback Taxes Notice. The following disclosure is made for the purpose of complying with Texas Property Code Section 5.010 and is not intended to and does not alter or affect the rights and obligations of Purchaser and Seller:

Notice Regarding Possible Liability for Additional Taxes

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for the appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

EXHIBITS:
Exhibit A – Property/Retained Land Description
Exhibit B – Commission Agreement

[COUNTERPART SIGNATURE PAGES FOLLOW]
COUNTERPART SIGNATURE PAGE TO CONTRACT OF SALE

SELLER:

W.F. PARTNERSHIP, LTD., a Texas limited partnership

By Its Sole General Partner:
W.F. REAL ESTATE, L.L.C., a Texas limited liability company

By: ________________________________
Ann Denton Wells, President

D.F. PARTNERSHIP, LTD., a Texas limited partnership

By Its Sole General Partner:
D.F. REAL ESTATE, L.L.C., a Texas limited liability company

By: ________________________________
Lloyd A. Denton, Jr., President

MUSSELMAN RANCHES, INC., a Texas corporation

By: ________________________________
Jamie Boothe Musselman, President

Jo-Bee Ranches, Inc. is not named as a seller - bps
COUNTERPART SIGNATURE PAGE TO CONTRACT OF SALE

PURCHASER:

NRP PROPERTIES, LLC

By: __________________________

Name (print): Nova Magee

Title: Secretary
RECEIPT OF CONTRACT AND COMMISSION AGREEMENT

Title Company hereby acknowledges receipt of a fully executed copy of this Contract and the Commission Agreement.

TITLE COMPANY:

STEWART TITLE GUARANTY COMPANY

By: ____________________________
Name: Terry Barnett
Title: Closing Coordinator

Date: December 6, 2017
(the “Effective Date” for purposes of this Contract)

RECEIPT OF EARNEST MONEY DEPOSIT

Title Company hereby acknowledges receipt of the Earnest Money Deposit in the amount of $30,000.00 within ten (10) days after the Effective Date of the Contract in accordance with Section 3.1 of this Contract. Title Company agrees to hold and disburse the Earnest Money Deposit and prepare and deliver the Commitment and Owner Policy in accordance with the terms of this Contract.

TITLE COMPANY:

STEWART TITLE GUARANTY COMPANY

By: ____________________________
Name: Terry Barnett
Title: Closing Coordinator

Date: 12-15, 2017
EXHIBIT “A”

PROPERTY/RETAINED LAND DESCRIPTION

Property: 5.5 acres, more or less, fronting on Nacogdoches Road, in Bexar County, Texas, and crosshatched below, and out of a 6.0 acre tract, as further described and depicted below.

Retained Land: That portion of the 6.0 acre tract labelled C-3R and outlined in red below.
EXHIBIT “B”
COMMISSION AGREEMENT
REAL ESTATE COMMISSION AGREEMENT

Effective Date: __ Nov 30 ______________, 2017

c/o Bitterblue, Inc.
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218
Attn: Lloyd A. Denton, Jr.
Telephone: 210-828-7131
Facsimile: 210-828-0504
Email: ladiedenton@bitterblue.com

Seller's Broker:
Daryl Lange
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218
Telephone: 210-828-6131
Facsimile: 210-828-6137
Email: daryl.lange@bitterblue.com

Buyer: NRP Properties LLC
5309 Transportation Boulevard
Cleveland, Ohio 44125
Telephone: 216-475-8900
Facsimile: __________________________
Email: jarechiga@nrpgroup.com

Buyer's Broker: __________________________

Property: 5.5 acres, more or less, in the City of San Antonio, Bexar County, Texas, described in Exhibit A attached hereto and incorporated herein.

Contract: A written purchase and sale contract, dated effective after the Effective Date hereof but on or before November 30, 2017, executed by Seller and Buyer for the sale and purchase of the Property, as amended from time to time by Seller and Buyer.

Commission: A commission in the amount equal to three percent (3%) of the Sales Price as set forth in the Contract, payable to Buyer's Broker as provided herein.
Buyer and Buyer's Broker hereby represent, warrant, covenant and agree with Seller and Seller's Broker as follows:

1. If and only if, as and when the sale of the Property to Buyer closes in accordance with the Contract and if, as, and when Seller receives the proceeds of such sale in immediately available funds, Seller will pay Buyer's Broker the Commission, subject to and in accordance with the terms of this Agreement.

2. Seller and Buyer are not obligated by this Agreement or otherwise to continue negotiations or to enter into a Contract with respect to the Property.

3. If a Contract is executed by Seller and Buyer with respect to the Property, Buyer and Seller may amend the terms of such Contract at any time or times, including, without limitation, any change in the total acreage, total sales price or payment terms thereof, which may affect the amount and/or time of payment of the Commission, and the Commission shall be adjusted accordingly without notice, consent from or joinder by Buyer's Broker. If payment of all or any portion of the sales proceeds for the Property are deferred or paid in installments after closing, Seller shall not be obligated to pay the Commission to Buyer's Broker with respect to such deferred proceeds (whether evidenced by a note or otherwise) unless and until such funds are actually received by Seller.

4. This Agreement and the Commission specified herein shall be effective only as to a written Contract for sale and purchase of the Property executed and delivered by Seller and Buyer after the Effective Date hereof but on or before the date prescribed for the execution and delivery of the Contract herein.

5. Except for the Commission specified herein, neither Seller nor Seller's Broker shall be responsible for any other commission, fee or other remuneration or payment to Buyer's Broker with respect to the sale or purchase of the Property.

6. No Commission shall be due or payable by Seller hereunder if any of the representations, warranties, covenants or agreements of Buyer or Buyer's Broker hereunder are or become false or misleading or are breached by Buyer or Buyer's Broker.

7. Buyer's Broker shall be solely responsible for payment of any portion of the Commission to any salesman or other associate of Buyer's Broker. Seller shall have no obligation to pay any Commission or other compensation to any salesman or other associate of Buyer's Broker.

8. Buyer's Broker is duly licensed as a real estate broker by the Texas Real Estate Commission ("TREC") under the Texas Real Estate License Act ("Act"), as amended, and will maintain that license in full force and effect at all times during the term of this Agreement. All associates employed by Buyer's Broker will be duly licensed by TREC as real estate brokers or agents in accordance with the Act.

9. All activities by Buyer's Broker and Buyer's Broker's salesmen and associates will be conducted in compliance with the Act, the rules and regulations of TREC, and all other provisions of applicable law.

10. Buyer's Broker acknowledges and agrees that Buyer's Broker is not authorized to (i) execute any document in the name of or on behalf of Seller with respect to the Property; (ii) authorize any repairs to the Property; or (iii) authorize the expenditure of any funds on behalf of Seller.

11. Neither Buyer nor Buyer's Broker have employed or engaged any other broker or finder with respect to the sale or purchase of the Property.
12. **INDEMNITY.** BUYER AND BUYER'S BROKER, JOINTLY AND SEVERALLY, HEREBY INDEMNIFY, HOLD HARMLESS, AND SHALL DEFEND SELLER AND SELLER'S BROKER FROM AND AGAINST ANY FEE, COMMISSION, FINDER'S FEE OR OTHER COMPENSATION, CLAIM, SUIT, LOSS, EXPENSE, DAMAGE, OR INJURY SUFFERED OR SUSTAINED BY SELLER OR SELLER'S BROKER, INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENT, AWARD, SETTLEMENT, REASONABLE ATTORNEY'S FEES, AND OTHER COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY ACTUAL OR THREATENED ACTION, PROCEEDING OR CLAIM, ARISING OUT OF ANY CLAIM TO FEES, COMMISSIONS OR OTHER COMPENSATION IN CONNECTION WITH THE SALE OF THE PROPERTY PURSUANT TO THE CONTRACT, BY ANY OTHER BROKER OR FINDER ALLEGEDLY RETAINED, EMPLOYED BY OR OTHERWISE ASSOCIATED WITH BUYER OR BUYER'S BROKER OR ANY OF BUYER'S BROKER'S SALESMEN OR ASSOCIATES.

13. **Miscellaneous.**

(a) **Attorney's Fees.** If any party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

(b) **Assignment and Binding Effect.** This Agreement and the rights and obligations hereunder may not be assigned or delegated in whole or in part by Buyer's Broker. Subject to the foregoing, this Agreement binds, benefits, and may be enforced by the successors in interest to and permitted assignees of the parties.

(c) **Choice of Law.** This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Property is located.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(e) **Waiver of Default.** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

(f) **Legal Construction.** If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

(g) **Notices.** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile or email transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
(h) **Alternative Dispute Resolution.** Any dispute between the parties under or in connection with this Agreement or the rights or obligations of either party in connection with this Agreement shall be submitted for resolution by non-binding mediation or arbitration prior to being pursued in court; provided that nothing herein shall prevent the filing of suit in connection with this Agreement if such filing is necessary to avoid the loss of substantial rights due to the need for injunctive relief or the probability of lapse of rights due to laches or statutes of repose or limitations. The parties shall make a good faith effort to resolve their differences without resort to the judicial process, and if suit is filed pursuant to one of the exceptions recognized herein, the parties hereto agree to participate in such alternative dispute resolution as soon as practicable after such filing. Nothing herein shall be construed to require binding mediation or arbitration, nor shall it be construed so as to require arbitration in lieu of mediation, but shall be given effect to require all parties to any dispute under or in connection with this Agreement to participate in a form of alternative dispute resolution which, in absence of agreement to the contrary, shall be non-binding mediation before a mediator jointly agreed to by the parties to the dispute and in absence of agreement, then designated by the Presiding District Judge of the District Courts of Bexar County, Texas.

(i) **Entire Agreement.** This Agreement supersedes any and all other agreements, oral or written, between the parties with respect to the subject matter hereof, and contains all agreements between the parties hereto, and no agreement not contained herein shall be recognized by the parties. This Agreement may be modified only by agreement in writing signed by the parties hereto.

(j) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, email or other electronic signature shall have the same force and effect as an original signature.

**EXHIBITS:**
Exhibit A – Property Description

[COUNTERPART SIGNATURE PAGES FOLLOW]
COUNTERPART SIGNATURE PAGE TO
REAL ESTATE COMMISSION AGREEMENT

BUYER:
NRP PROPERTIES LLC

By: ____________________________
Name: __________________________
Title: __________________________

BUYER'S BROKER:

By: ____________________________
Name: __________________________
Title: __________________________
COUNTERPART SIGNATURE PAGE TO
REAL ESTATE COMMISSION AGREEMENT

SELLER:

W.F. PARTNERSHIP, LTD., a Texas limited partnership

By Its Sole General Partner:
W.F. REAL ESTATE, L.L.C., a Texas limited liability company

By:  
Ann Denton Wells, President

D.F. PARTNERSHIP, LTD., a Texas limited partnership

By Its Sole General Partner:
D.F. REAL ESTATE, L.L.C., a Texas limited liability company

By:  
Lloyd A. Denton, Jr., President

MUSSELMAN RANCHES, INC., a Texas corporation

By:  
Jamie Boothe Musselman, President

SELLER'S BROKER:

DARYL LANGE
RECEIPT FOR DEPOSIT

Subject Property: Nacogdoches Road, San Antonio, TX 78247
NTS Escrow No.: 17000333951
Seller: W F Partnership, Ltd, D F Partnership Ltd, and Musselman Ranches Inc
Buyer: NRP Properties, LLC

Stewart Title Guaranty Company is in receipt of a deposit to the above referenced escrow. Following is more information about the deposit.

Deposit Amount: $30,000.00
Form of Deposit: Wire Transfer
Date of Deposit: December 15, 2017

If you have any questions, please feel free to contact me by phone or email.

Very truly yours,

Terry Barnett
Stewart Title Guaranty
Commercial Services

Direct Phone: (713) 625-4175
Email: tbarnett@stewart.com
TITLE COMMITMENT
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.

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

[Signatures]

STEWART TITLE GUARANTY COMPANY
– DIRECT OPERATIONS
1980 Post Oak Blvd,
Houston, Texas 77056
Agent ID: 43A078

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 17000333951

Effective Date: February 15, 2018 at 8:00 AM

Closer: Terry Barnett

Issued
February 27, 2018 at 3:52 PM

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: $1,437,480.00
PROPOSED INSURED: Nacogdoches Lofts Ltd.

(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)
Binder 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:

Tract I: W. F. Partnership, Ltd. (25% interest), and D. F. Partnership, Ltd. (25% interest); Musselman Ranches, Inc. (27.489% interest); and Jo-Bee Ranches, Inc. (22.511% interest)
Tract II: City of San Antonio

4. Legal description of the land:

Tract I: Being a 6.236 acre (271,622 square feet), more or less, tract of land situated in the James Kincaid Survey No. 63, Abstract No. 397, in New City Block 15831, and being out of a 10.7642 acre tract of land 10.7642 acres, more or less, described in General Warranty Deed recorded in Volume 6126, Page 89, Real Property Records of Bexar County, Texas; said 6.236 acre tract being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Tract II: A portion of a varying width drain R.O.W. shown on plat recorded in Volume 9100, Page 143, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "B", attached hereto and made a part hereof. (See Schedule C, No. 14)

*****For Informational Purposes Only the CAD numbers for Property Taxes are 591583*****
EXCEPTIONS FROM COVERAGE

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):
   a. Recorded in/under Volume 9100, Page 143, Deed and Plat Records, Bexar County, Texas. (Provisions, if any, based on race, color, religion, sex, handicap, familial status or national origins are nullified.)

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's Policy only.)

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or land comprising the shores or beds of 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's 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 year. (If Texas Short Form Residential Loan 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 Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence 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 Loan Policy only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan 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 Loan 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. (Owner Title Policy only)
SCHEDULE B

EXCEPTIONS FROM COVERAGE

b. Access and sanitary sewer easement, 17 feet wide, across Tract I, as shown on plat recorded in Volume 8600, Page 227, Deed and Plat Records of Bexar County, Texas.

c. Varying width drain ROW as shown on plats recorded in Volume 8600, Page 227, and Volume 9100, Page 143, Deed and Plat Records of Bexar County, Texas.

d. Sanitary sewer easements, 10 feet wide, across Tract II and overriding north boundary of Tract II, as shown on plat recorded in Volume 9100, Page 143, Deed and Plat Records of Bexar County, Texas.

e. Electric, gas, telephone, cable television and sanitary sewer easement, 15 feet wide, as shown on plat recorded in Volume 9100, Page 143, Deed and Plat Records of Bexar County, Texas.

f. Sanitary sewer easement, 10 feet wide, across Tracts I and II, as shown on plat recorded in Volume 9100, Page 143, Deed and Plat Records of Bexar County, Texas.

g. Electric and Gas Easement granted to City of San Antonio by instrument recorded Volume 2382, Page 78, Real Property Records of Bexar County, Texas.

h. Rights of the public and any governmental unit in any part of the land taken, deeded or used for road, street or highway purposes.

i. Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.

j. 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 interests that are not listed.

k. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
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, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan 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. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.


7. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

8. Company requires a copy of the limited partnership agreement, and all amendments thereto for W.F. Partnership, Ltd., in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

9. Company requires a copy of the limited partnership agreement, and all amendments thereto for D.F. Partnership, Ltd., in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

10. Company requires a corporate resolution of the Board of Directors of Musselman Ranches, Inc authorizing this current transaction and naming the Officers authorized to execute the necessary instruments, and obtain Certificate of Good Standing from the appropriate Secretary of State.

11. Company requires a corporate resolution of the Board of Directors of Jo-Bee Ranches, Inc authorizing this current
SCHEDULE C

transaction and naming the Officers authorized to execute the necessary instruments, and obtain Certificate of Good Standing from the appropriate Secretary of State.

12. Company requires a copy of the joint venture/general partnership agreement and any amendments for Spring Creek Forest Joint Venture, and a certificate stating; (1) the agreement has not been further amended, (2) the names of the current venturers and/or general partners. Company requires all venturers and/or general partners to join in where appropriate. At the time, Company is furnished with documentation; Company may make additional requirements or exceptions.

13. Company requires review of the Limited Liability Company agreement and all amendments thereto for NRP Properties, LLC, to determine who is authorized to execute documents in this transaction. Verify Limited Liability Company is registered with the Secretary of State.

14. Company requires metes and bounds description and survey for Tract II as shown in Schedule A. Upon review and approval of said metes and bounds description, they will become Exhibit "B" of Schedule A of this document.


NOTE: Several prior deeds in chain of title were not Warranty Deeds. All deeds executed in this transaction MUST be Warranty Deeds.

NOTE: Title By virtue of General Warranty Deed dated June 27, 1994, recorded in/under Volume 6126, Page 89, Real Property Records, County, Texas, from Denton Properties; by virtue of Warranty Deed dated October 21, 1992, but effective October 1, 1992, recorded in Volume 5577, Page 31, Real Property Records of Bexar County, Texas, from Musselman Interests, Ltd.; and by Virtue of Conveyance dated May 13, 1993, but effective May 1, 1993, recorded in Volume 5669, Page 612, Real Property Records of Bexar County, Texas, from Sixjay Enterprises. (Tract I).

By virtue of plat recorded in Volume 9100, Page 143, Deed and Plat Records of Bexar County, Texas... (Tract II)

16. Metes and bounds description for 6.236 acre tract provided to examiner states "General Warranty Deed recorded in Volume 6126, Page 89, Deed and Plat Records". This should actually be "Real Property Records". Secure correction. Upon receipt and review of same, it will become Exhibit "A" of Schedule A of this document.
INCREASE IN ELIGIBLE BASIS
QCT MAP
SADDA Map

48029121809 Is located in a Metro SADDA

Nacogdoches Lofts
Nacogdoches Road N of Spring Farm Street
San Antonio, Texas
February 2, 2018

Mr. Don Miller

Re: Nacogdoches Rd. and Spring Creek Availability of SAWS’ Infrastructure

Mr. Miller:

This is in response to your request for the availability of water and wastewater service to the above referenced property. The location of the tract is within the City of San Antonio city limits, inside SAWS’ Water CCN, and inside SAWS’ Sewer CCN.

The San Antonio Water System (SAWS) strives to provide quality, reliable service to its customers at a reasonable cost. Rates are kept low, in part, by having new customers pay for all costs associated with extending service to them. SAWS Board of Trustees Growth Strategy states “we will work to ensure that growth is self-funding”. Per SAWS Utility Service Regulations Sections 3.1, 5.1, 6.1, 7.1, and 7.3, new customers are expected to pay for the infrastructure needed to serve their property and pay impact fees to SAWS to pay for general benefit facilities such as overall additional storage tanks, water supplies, pump, or treatment facilities required to serve the new customers. Please note that the water supply impact fees increased on June 1, 2015. It is not SAWS’ practice to construct main or service connections to a new customer. Such construction would need to be arranged and paid for by the customer through a professional engineer (if a public main extension is required) and authorized contractor. Costs of surveying, engineering design, materials, construction, and impact fees should be considered before the customer proceeds with construction of their proposed mains or services.

WATER

Water Supply to the tract will be from Pressure Zone 6 which has a static gradient of 1060 ft. The approximate maximum elevation of the tract is 894 feet & 72 PSI and the approximate minimum elevation of the tract is 868 feet & 83 PSI. There is an existing 12-inch water main along the southeast side of Nacogdoches Rd. Water mains in the vicinity of the property are shown on the attached location map. If commercial uses are proposed, the San Antonio Water System requires a 12-inch or greater sized main to provide adequate fire flow and domestic demand.

Costs and commitment requirements for providing water service may include additional on-site mains and service connection fees. Payment is required of all applicable fees in effect at the time of plat recordation or the latest date allowable by law. This includes current impact fees based on connection point and number of EDU’s of capacity requested. Presently, one water EDU = 313 gallons per day of average daily flow. Current impact fees are shown in the table below.

________________________________________________________________________________
<table>
<thead>
<tr>
<th>Water Impact Fee Zone (Pressure Zone)</th>
<th>Flow</th>
<th>System Development</th>
<th>Water Supply</th>
<th>Total Water Impact Fees (per 1 EDU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PZ 6 Low</td>
<td>$1,182</td>
<td>$619</td>
<td>$2,796</td>
<td>$4,597</td>
</tr>
</tbody>
</table>

RECYCLE WATER

In some locations it may be feasible to make use of SAWS recycled water. SAWS has established 73 miles of recycled water pipelines through the city of San Antonio. Recycled water is non-potable and ideal for irrigation, commercial, manufacturing and industrial uses. Recycled water is cost-effective, environmentally responsible and not affected by mandatory curtailment during drought conditions. For more information please call (210) 233-3673 or email Pablo.Martinez@saws.org Pablo Martinez at San Antonio Water System.

WASTEWATER

The Tract is situated within SAWS’ sewer service area and lies within the Beitel Creek-Salado Creek Watershed. There is an existing 8-inch gravity sewer main along the northwest side of Nacogdoches Rd. and an existing 8-inch gravity sewer main traversing across the tract. Wastewater mains in the vicinity of the property are shown on the attached location map. If the developer chooses to extend the nearest sewer main to the proposed site, he/she must do so at his cost. Connections to mains require the developer to acquire an easement for the main extension if necessary. All tie-ins into the San Antonio Water System’s collection system must be based on fieldwork and in conformance with the San Antonio Water System Utility Service Regulations, which became effective on August 9, 2016. Current impact fees are shown in the table below.

<table>
<thead>
<tr>
<th>Wastewater Impact Fee Area</th>
<th>Collection</th>
<th>Treatment</th>
<th>Total Wastewater Impact Fees (per 1 EDU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle</td>
<td>$1,469</td>
<td>$786</td>
<td>$2,255</td>
</tr>
</tbody>
</table>

The Developer will be responsible for any additional sanitary wastewater main extensions (on-site and/or off-site), right-of-way and easement acquisitions (if needed), private wastewater service laterals required to serve the property, lift stations and force main systems, lift station upgrades and lift station maintenance fees (per lift station), along with payment of all applicable fees in effect at time of plat recordation or the latest date allowable by law. This includes current impact fees based on connection point and number of EDU’s of capacity requested. Presently, one wastewater EDU = 240 gallons per day of average daily flow.

This letter does not constitute a commitment to capacity by the SAWS to provide water and/or wastewater service to the subject property. The actual availability of water and/or wastewater service to the property will be dependent upon the site specific requirements such as site elevation,
pressure requirements, estimated demand and discharge, and the infrastructure requirements as set forth in the USR. The consulting engineer should assess the site-specific requirements in accordance with the USR regulations prior to requesting connection to SAWS’ infrastructure. In some cases a Utility Service Agreement may be necessary, for more information please refer to the SAWS Guide to Development http://www.saws.org/business_center/developer/newdevel/ for a detailed guideline regarding the process for obtaining water/and or wastewater services.

Should additional information be needed please contact me at email: Richard.McWhirter@saws.org

Sincerely,

Richard McWhirter
San Antonio Water System

Attachments

1. Water Utility Map
2. Wastewater Utility Map
North East Operations Center

SubArea

4

SEWER BLOCK MAP
198632
SAN ANTONIO WATER SYSTEM INFRASTRUCTURE PLANNING GIS MAPPING DIVISION

Revised Date: Dec 18, 2017

Disclaimer:
This utility map is for reference only. The information may not represent what actually has been constructed. SAWA makes no representation of the accuracy of the information and assumes no liability for any errors, omissions, or inaccuracies in the map regardless of how caused. S.A.W.S. explicitly reserves the right to modify, alter, or discontinue this map at any time, in its sole discretion. Field verification should be done as necessary. SAWA prohibits the reproduction or sale of this document. The utility map may not under any circumstances, be copied, reproduced or published in any form or media, or transferred to another without written permission of the San Antonio Water System.
2/9/2018

MACINA BOSE COPELAN  
Attn: Don W Miller  
1035 Central Parkway N  
San Antonio, TX 78232

Re: Letter of Availability (Electric and Gas)

Proposed Development: Proposed property located on Nacodoches Rd between Spring Farm Street. There is gas and electricity in the surrounding area.

To Whom It May Concern:

Please accept this letter as confirmation that the proposed development listed above can be served by CPS Energy's electric and gas distribution systems under the provisions of our current Supply Line Extension Policies contingent on the appropriate easements, rights-of-way, and permits being obtained and/or provided.

Since the specific plans indicating how the property will be developed have not yet been submitted, CPS Energy cannot estimate the cost for providing the electric and gas service within the identified tract of property. A cost estimate for the provision of these utility services may be requested once plans depicting the types of development and configurations are submitted to CPS Energy for review.

This letter is not intended as a certification that CPS Energy has reviewed subdivision plans or plats nor approval of any submitted plans or plats. The applicable governmental entity's procedure for plat approval may require that utility plans be reviewed by CPS Energy prior to submittal to those applicable governmental entities.

If you should have any questions or concerns regarding this Letter of Availability, please contact our office at (210) 353-4050.

Sincerely,

Gregory Lee

Gregory Lee  
Customer Service Supervisor  
Customer Engineering Department
February 22, 2018

Don Miller
Macina, Bose, Copeland and Associates, Inc.
1035 Central Parkway North
San Antonio, TX 78232

RE: Nacogdoches Lofts, Nacogdoches Road and Judson Road, San Antonio, Texas

Dear Mr. Miller:

This letter is in response to your request for information on the availability of service at Nacogdoches Lofts, San Antonio, Texas by AT&T. This letter acknowledges that Nacogdoches Lofts, San Antonio, Texas is located in an area served by AT&T. Any service arrangements for Nacogdoches Lofts, San Antonio, Texas will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to Nacogdoches Lofts, San Antonio, Texas.

Please contact the AT&T OSP Design Engineer for this service area, Cristina Salinas, with any project specific inquiries. She can be reached at (210) 283-1703.

Thank you for contacting AT&T.

Sincerely,

[Signature]

for
Philip Austin
Civic Coordinator
2/7/2018

Don Miller
Macina, Bose, Copeland and Associates, Inc.
1035 Central Parkway North
San Antonio, TX 78232

SUBJECT: Will Serve – Nacogdoches Lofts

In concern of Charter facilities at the property located on Nacogdoches Rd between Spring Farm St and Spring Creek in San Antonio, TX, Charter has existing coax and/or fiber facilities near this location that may provide a possible point-of-connection for available services in the future.

Services for any Commercial or Multi-Family Parcels will be available dependent upon the right-of-entry agreement and entry routing for the respective buildings, as determined by contract. Contact our Commercial Business Class Sales department, at (866) 519-1263 to facilitate a request for new commercial service, or your local MDU Sales Department for all residential services. In addition to initiating your request, they can also provide specifics regarding costs and other details associated with obtaining our services in this area at the appropriate point in time.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to ForceRelos@kinetic-eng.com. Please share this information with whoever needs these services.

Sincerely,

Zachary H.P. Marcum

Zach Marcum
Charter Communications
February 16, 2018

To Whom It May Concern,

This document serves as confirmation for availability of service for Nacogdoches Lofts at Nacogdoches Rd., north of Spring Farm St., San Antonio, TX 78247. Waste Management can provide recycling and waste disposal services as needed for this location.

The point of contact for this location is:

Roji Fletcher
210-612-3757
Rfletch2@wm.com

Thank you,

Roji Fletcher

Roji Fletcher
DIRECT LOAN
STATEMENT OF GREATER CHOICE OF HOUSING
Statement on Promoting Greater Housing Choice
Nacogdoches Lofts

Nacogdoches Lofts will be located in census tract 48029121809 in San Antonio, Bexar County. Nacogdoches Lofts will offer a greater choice of housing by providing affordable housing opportunities to families earning between 50% and 60% of the area’s median income in an area of town in which there are very few affordable housing options. There are no HTC developments in the census tract, and there is only one HTC development in all of the surrounding contiguous census tracts. That is the O’Connor Road Senior Apartments, which is 17 years old. Nacogdoches Lofts will be a family development in an area where there are no Low Income housing options for families.
Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Census Tract 1218.09, Bexar County, Texas

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02/13/2018
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<th>Percent</th>
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<tr>
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<td>70 to 74 years</td>
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<td>75 to 79 years</td>
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<td>80 to 84 years</td>
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<tr>
<td>85 years and over</td>
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<tr>
<td><strong>Median age (years)</strong></td>
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</table>

| Female population      | 2,646  | 53.1    |
| Under 5 years          | 145    | 2.9     |
| 5 to 9 years           | 160    | 3.2     |
| 10 to 14 years         | 192    | 3.9     |
| 15 to 19 years         | 194    | 3.9     |
| 20 to 24 years         | 109    | 2.2     |
| 25 to 29 years         | 174    | 3.5     |
| 30 to 34 years         | 182    | 3.7     |
| 35 to 39 years         | 197    | 4.0     |
| 40 to 44 years         | 217    | 4.4     |
| 45 to 49 years         | 230    | 4.6     |
| 50 to 54 years         | 201    | 4.0     |
| 55 to 59 years         | 210    | 4.2     |
| 60 to 64 years         | 139    | 2.8     |
| 65 to 69 years         | 91     | 1.8     |
| 70 to 74 years         | 61     | 1.2     |
| 75 to 79 years         | 57     | 1.1     |
| 80 to 84 years         | 47     | 0.9     |
| 85 years and over      | 40     | 0.8     |

| **Median age (years)** | **39.3** |          |
| 16 years and over      | 2,101    | 42.2     |
| 18 years and over      | 2,010    | 40.3     |
| 21 years and over      | 1,933    | 38.8     |
| 62 years and over      | 386      | 7.7      |
| 65 years and over      | 296      | 5.9      |

**RACE**

<p>| Total population      | 4,982  | 100.0   |
| One Race              | 4,775  | 95.8    |
| White                  | 3,852  | 77.3    |
| Black or African American | 339  | 6.8     |
| American Indian and Alaska Native | 38  | 0.8     |
| Asian                  | 181    | 3.6     |
| Asian Indian           | 14     | 0.3     |
| Chinese                | 22     | 0.4     |
| Filipino               | 27     | 0.5     |
| Japanese               | 4      | 0.1     |
| Korean                 | 54     | 1.1     |
| Vietnamese             | 31     | 0.6     |
| Other Asian [1]        | 29     | 0.6     |
| Native Hawaiian and Other Pacific Islander | 10  | 0.2     |
| Native Hawaiian        | 1      | 0.0     |
| Guamanian or Chamorro  | 3      | 0.1     |
| Samoan                 | 4      | 0.1     |</p>
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<thead>
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<th>Subject</th>
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<th>Percent</th>
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<td>39.9</td>
</tr>
<tr>
<td>White alone</td>
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<td>Black or African American alone</td>
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<td>American Indian and Alaska Native alone</td>
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<tr>
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### HOUSEHOLDS BY TYPE

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<td>Female</td>
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### HOUSING OCCUPANCY

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<td>Vacant housing units</td>
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<td>For rent</td>
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<tr>
<td>Sold, not occupied</td>
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<td>For seasonal, recreational, or occasional use</td>
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<tr>
<td>All other vacant</td>
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<tr>
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<td>1.7</td>
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<td>Rental vacancy rate (percent) [9]</td>
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<td>( X )</td>
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### HOUSING TENURE

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<th>Percent</th>
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</thead>
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<td>100.0</td>
</tr>
<tr>
<td>Owner-occupied housing units</td>
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<tr>
<td>Population in owner-occupied housing units</td>
<td>4,035</td>
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<td>Average household size of owner-occupied units</td>
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<td>( X )</td>
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<td>Renter-occupied housing units</td>
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<tr>
<td>Population in renter-occupied housing units</td>
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<td>( X )</td>
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<td>Average household size of renter-occupied units</td>
<td>2.85</td>
<td>( X )</td>
</tr>
</tbody>
</table>

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six
percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as “Latino” or “Hispanic.”

[6] “Spouse” represents spouse of the householder. It does not reflect all spouses in a household. Responses of “same-sex spouse” were edited during processing to “unmarried partner.”

[7] “Family households” consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. “Nonfamily households” consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant “for sale.” It is computed by dividing the total number of vacant units “for sale only” by the sum of owner-occupied units, vacant units that are “for sale only,” and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[9] The rental vacancy rate is the proportion of the rental inventory that is vacant “for rent.” It is computed by dividing the total number of vacant units “for rent” by the sum of the renter-occupied units, vacant units that are “for rent,” and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.
### Profile of General Population and Housing Characteristics: 2010

#### 2010 Demographic Profile Data


**Geography: San Antonio city, Texas**

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<thead>
<tr>
<th>Subject</th>
<th>Number</th>
<th>Percent</th>
</tr>
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<tr>
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</table>

**RACE**

<p>| Total population            | 1,327,407 | 100.0 |
| One Race                    | 1,281,876 | 96.6  |
| White                       | 963,413   | 72.6  |
| Black or African American   | 91,280    | 6.9   |
| American Indian and Alaska Native | 11,800 | 0.9 |
| Asian                       | 32,254    | 2.4   |
| Asian Indian                | 8,733     | 0.7   |
| Chinese                     | 4,579     | 0.3   |
| Filipino                    | 6,250     | 0.5   |
| Japanese                    | 1,405     | 0.1   |
| Korean                      | 2,815     | 0.2   |
| Vietnamese                  | 3,655     | 0.3   |
| Other Asian [1]             | 4,817     | 0.4   |
| Native Hawaiian and Other Pacific Islander | 1,504 | 0.1 |
| Native Hawaiian             | 419       | 0.0   |
| Guamanian or Chamorro       | 592       | 0.0   |
| Samoan                      | 209       | 0.0   |</p>
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<th>Subject</th>
<th>Number</th>
<th>Percent</th>
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<td>HISPANIC OR LATINO</td>
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</tr>
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<td>HISPANIC OR LATINO AND RACE</td>
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<td>Total population</td>
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<td>Hispanic or Latino</td>
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<td>Percent</td>
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**HOUSEHOLDS BY TYPE**

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<tr>
<td>Husband-wife family</td>
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<td>With own children under 18 years</td>
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<td>Male householder, no wife present</td>
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<td>With own children under 18 years</td>
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**HOUSING OCCUPANCY**

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<td>479,642</td>
<td>91.5</td>
</tr>
<tr>
<td>Vacant housing units</td>
<td>44,604</td>
<td>8.5</td>
</tr>
<tr>
<td>For rent</td>
<td>22,454</td>
<td>4.3</td>
</tr>
<tr>
<td>Rented, not occupied</td>
<td>907</td>
<td>0.2</td>
</tr>
<tr>
<td>For sale only</td>
<td>5,258</td>
<td>1.0</td>
</tr>
<tr>
<td>Sold, not occupied</td>
<td>1,131</td>
<td>0.2</td>
</tr>
<tr>
<td>For seasonal, recreational, or occasional use</td>
<td>3,667</td>
<td>0.7</td>
</tr>
<tr>
<td>All other vacant</td>
<td>11,187</td>
<td>2.1</td>
</tr>
<tr>
<td>Homeowner vacancy rate (percent) [8]</td>
<td>1.9</td>
<td>( X )</td>
</tr>
<tr>
<td>Rental vacancy rate (percent) [9]</td>
<td>9.7</td>
<td>( X )</td>
</tr>
</tbody>
</table>

**HOUSING TENURE**

<table>
<thead>
<tr>
<th>Occupied housing units</th>
<th>479,642</th>
<th>100.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner-occupied housing units</td>
<td>271,070</td>
<td>56.5</td>
</tr>
<tr>
<td>Population in owner-occupied housing units</td>
<td>781,567</td>
<td>( X )</td>
</tr>
<tr>
<td>Average household size of owner-occupied units</td>
<td>2.88</td>
<td>( X )</td>
</tr>
<tr>
<td>Renter-occupied housing units</td>
<td>208,572</td>
<td>43.5</td>
</tr>
<tr>
<td>Population in renter-occupied housing units</td>
<td>518,040</td>
<td>( X )</td>
</tr>
<tr>
<td>Average household size of renter-occupied units</td>
<td>2.48</td>
<td>( X )</td>
</tr>
</tbody>
</table>

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six
percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."

[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.
DIRECT LOAN
STATEMENT CONFIRMING TRAVEL TIME
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.

The site for Nacogdoches Lofts will have excellent access to Interstate 35 and Loop 1604 in the northeast part of San Antonio. The site is within walking distance from many bus stops that cover the Metro routes 640 and 641 bus lines that offer regular service to many places of employment in the northeast San Antonio area. These bus lines also connect to frequent routes that go into the downtown San Antonio area. A discounted monthly bus pass in San Antonio is currently $19 for any recipient of Medicare, young children, senior citizens, or students. A full-price monthly pass is only $38. Parking on the site of Nacogdoches Lofts is free to tenants. The proximity of transit and destinations, as well as free parking for residents ensures that transit costs are not excessive.

There are multiple shopping centers within short driving distance from Nacogdoches Lofts. These centers have numerous employers including HEB, Walmart, and many restaurants that provide jobs for low income workers. The Rolling Oaks Mall, comprised of several different employers, is less than two miles from the site. Some places of employments are even within walking distance.

Travel time and cost to places of employment is not excessive and, in many cases, only a 15-minute commute via motor vehicle or public transit.
Multiple Site Information Form

NOT APPLICABLE
Elected Officials
Elected officials were identified in the **Pre-Application**, and there have been no changes. (If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Official</th>
<th>District</th>
<th>Support Letter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US Representative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Senator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Superintendent</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City Mayor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>County Judge</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Presiding officer of Board of Trustees**

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</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.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
15 Neighborhood Organizations
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.

- 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></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

☐ Re-notifications made at Application (Competitive HTC only):

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

☐ Notifications made at Application:

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

Part 2. Notifications - Form and Content:

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

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

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

☐ I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

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

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

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

Part 4. Certification:

By:

Signature of Applicant/Development Owner

J. David Heller

Printed Name

Date

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of February, 2018.

Notary Public Signature

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires July 13, 2019
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]

1.  David Heller

[Printed Name]

[Date]

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

<table>
<thead>
<tr>
<th>Ohio</th>
<th>13-Jul-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notary Public, State of</td>
<td>My Commission expires</td>
</tr>
<tr>
<td>Lorain</td>
<td></td>
</tr>
<tr>
<td>County of</td>
<td></td>
</tr>
</tbody>
</table>

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 26th day of July, 2018

Anne M. Tyler
Notary Public Signature

ANNE M. TYLER
Notary Public, State of Ohio
Recorded In Lorain County
My Commission Expires
July 13, 2019
Development Narrative
## 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 Acquisition/Rehab or Rehab, original construction year:
   If Reconstruction, Units Demolished Units Reconstructed
   If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. **The Target Population will be:**

   - [ ] Elderly Preference

   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.

   **Nacogdoches Lofts** (the "Development") will be a new construction 55+ senior development located along Nacogdoches Road just north of Spring Farm Street in San Antonio, Bexar County, Texas. The Development will be comprised of two 3-story elevator served buildings consisting of 102 units, 83 of which will be designated for low income residents. The unit mix will include one and two bedroom units. Site amenities shall include the following: Full perimeter fencing, controlled gate entry, a community center with Wi-Fi, activity room, equipped business center, furnished fitness center, pool, and bike rack.

   If a revised form is submitted, date of submission:  

---

### Notes

- [54x702]1. Previous TDHCA #
- [65x661]If Acquisition/Rehab or Rehab, original construction year:
- [65x646]If Reconstruction, Units Demolished Units Reconstructed
- [65x614]If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.
- [54x546]2. Elderly Preference is based on funding from:
- [65x521]3. Staff Determinations regarding definitions of development activity obtained?
- [65x582]Applicants seeking to be scored as Supportive Housing **must** select Supportive Housing as the population.
- [65x676]Nacogdoches Lofts (the "Development") will be a new construction 55+ senior development located along Nacogdoches Road just north of Spring Farm Street in San Antonio, Bexar County, Texas. The Development will be comprised of two 3-story elevator served buildings consisting of 102 units, 83 of which will be designated for low income residents. The unit mix will include one and two bedroom units. Site amenities shall include the following: Full perimeter fencing, controlled gate entry, a community center with Wi-Fi, activity room, equipped business center, furnished fitness center, pool, and bike rack.
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td>$ 2,025,000</td>
<td>4.00%</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></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,467,404</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td>SH/SL</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?

Has this site/activity previously received TDHCA funds?

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

Has this site/activity previously received non-TDHCA federal funding?

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(§42(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: ______________________
Development Activities
### Development Activities

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>102</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

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

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

   **A. Unit Sizes**

   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
   
<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

   **OR:**

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

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

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

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

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

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

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

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

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

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

Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
Development Activities Continued
### 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:
     - Bedroom Size: 0, 1, 2, 3, 4
     - Square Footage: 550, 650, 850, 1,050, 1,250
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant;
   - Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
   - *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**
   - At least 20 percent of all low-income Units at 30% or less of AMGI*
   - At least 15 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*
   - 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.

3. **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**
   - Total Number of Units at 50% or less of AMGI
   - Number of 30% Units used to score points under §11.9(c)(2)*
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
   - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
   - Percentage used for calculation of eligible 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
   - 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)]**
   - 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
   - Subpoortive Housine proposed by a Qualified Nonprofit Organization.
   - 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*
   - 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*
   - 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) 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
- The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. □
  - Points Claimed: 1

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

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

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

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

<table>
<thead>
<tr>
<th>Existing Development Name:</th>
<th>TDHCA #:</th>
</tr>
</thead>
</table>

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. □
  - Points Claimed: 0
- OR

B. **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. □
  - Points Claimed: 2
- OR

C. **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 Disabilitie 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) □

- Points Claimed: 0

Application is seeking points for Tenant Populations. □
- Points Claimed: 2
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.  
   - Points: 6

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.  
   - Points: 2

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**
   - Application requests points for Historic Preservation.
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
   - At least 75% of the residential units will be within the Certified Historic Structure.
   - Attached behind this tab are the THC letter and other documentation described above.
   - Points: 0

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**
    - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.
    - Points: 1

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
    - Points: 1
Section 811 PRA Certification

On behalf of Community Housing Resource Partners, Inc., which is the General Partner of the Applicant for Nacogdoches Lofts, I, Meghan Oswald, certify that Community Housing Resource Partners, Inc. does not have units that are eligible for participation in the Section 811 program.

Therefore, Community Housing Resource Partners, Inc. cannot contribute units for Section 811 PRA Program Participation from an Existing Development of which they are an Affiliate.

[Signature]

Meghan Garza-Oswald
Executive Director
Community Housing Resource Partners, Inc.

2/21/2018
Date
Thanks for following up, Anne.

I’m looking at it but will need to pass it to others in the Department. I’ll get it off my desk and routed to Legal and Multifamily for them to review as well.

I’ll get back to you as soon as possible.

Good morning Spencer:

I just wanted to follow up before the weekend to make sure you received the complete Section 811 submission package I emailed to you yesterday. It was a large file so I just want to make sure it made it to you.

I’m hoping that you can provide us with an email receipt to include in our 9% application due next week.

Thank you,

Anne M. Tyler
Project Manager – Development
The NRP Group LLC
5309 Transportation Blvd.
Cleveland, OH  44125
(216) 584-0627 Direct Line
(216) 475-6102 Fax
atyler@nrpgroup.com
www.nrpgroup.com
February 21, 2018

Mr. Spencer Duran
Section 811 Manager
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via. spencer.duran@tdhca.state.tx.us

Re: Section 811 Initial List of Eligible Existing Developments

Dear Spencer:

As we discussed on February 6, 2018, NRP does not have unilateral control of any of the existing developments included in TDHCA’s List of Eligible Existing Developments for Participation in the Section 811 PRA Program dated 12/15/17. In each case, NRP would need the limited partner’s and lender’s consent to cause such property to participate in Section 811 program.

Enclosed is an analysis of the partnership agreement and debt provisions for each of the properties, including excerpt language from the documents. We previously approached the lenders and/or limited partners for these properties and either received no response (which is the same effect as not providing consent) or statements that they would not be willing to consent to allow Section 811 units at their property. We have enclosed the correspondence we’ve received to date from the various limited partners and/or lenders.

Based on the information provided, NRP respectfully requests that the properties identified in this analysis be removed from TDHCA’s List of Eligible Existing Developments for Participation in the Section 811 PRA Program.

Should you have any questions or need for additional information, please contact me at (216)-475-9800 x1070 or by e-mail at atyler@nrpgroup.com.

Sincerely,

Anne M. Tyler
Development Project Manager
LIMITED PARTNERSHIP AGREEMENT ANALYSIS
Summary: In this transaction, NRP is only the Class B Special Limited Partner with very limited rights. Section 4.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

This Amended and Restated Agreement of Limited Partnership (this “Agreement”) of Acme Apartments Ltd., a Texas limited partnership (the “Partnership”) dated as of November 1, 2016, is made by and among Acme Apartments GP LLC, a Texas limited liability company, as General Partner; R4 AA Acquisition LLC, a Delaware limited liability company, as Investor Limited Partner; NRP Acme Apartments SLP LLC, a Texas limited liability company, as Class B Special Limited Partner, and the San Antonio Housing Trust Public Facility Corporation, a Texas nonprofit corporation, as Withdrawing Limited Partner.

4.1 Powers of General Partner. Subject to the terms and provisions of this Agreement and the Project Documents, the General Partner shall have all powers necessary, convenient or appropriate to carry out the purposes, powers and business of the Partnership referred to in Sections 2.1 and 2.2 and, subject only to limitations specifically set forth in this Agreement, shall possess and enjoy all the rights and powers of a partner of a partnership to the extent permitted by applicable law. Subject to the terms and provisions of this Agreement, the General Partner shall have the exclusive management and control of the business of the Partnership. The General Partner shall devote such of its time to the business of the Partnership as may be necessary to conduct the Partnership’s business in the best interests of the Partnership.
Alhambra

**Summary:** In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP dated as of December 8, 2006, among SAHA THE ALHAMBRA, LLC, a Texas limited liability company, as General Partner; MMA SPECIAL LIMITED PARTNER, INC., a Florida corporation (“SLP”), as Special Limited Partner; MMA THE ALHAMBRA, LLC, a Delaware limited liability company, as Investor Limited Partner; and NRP THE ALHAMBRA, LLC, an Ohio limited liability company (“NRP”), as Class B Limited Partner.

**Section 6.1 Restrictions on Authority**

B. The General Partner (or the Class B Limited Partner under the circumstances described in Section 6.3D) shall not have any authority to do any of the following acts without the Consent of the Investor Limited Partner and the Class B Limited Partner and any Requisite Approvals:

- (vii) to obtain, increase, refinance or materially modify any Mortgage Loan after Investment Closing or to sell or convey the Property or any substantial portion thereof, except as provided in Article IX, and except that the General Partner may cause the Partnership to grant easements and similar rights affecting the Land to obtain utility services for the Project or for other purposes necessary or convenient for the operation of the Project, which Consent may be given or withheld in the sole discretion of the Investor Limited Partner, or

- (xv) to enter into any oral or written agreement with the Authority or any other Agency which might materially and adversely affect the Project, or

- (xix) to enter into any oral or written agreement which would (a) bind the Partnership to make payments under such agreement in excess of $50,000 in any year which is not included in an approved budget or (b) bind the Partnership for more than a one (1) year period, or

**Section 6.3 Business Management and Control; Designation of Managing General Partner; Certain Rights of the Special Limited Partner**

A. The General Partner shall have the exclusive right to manage the business of the Partnership in accordance with this Agreement. No Limited Partner shall have any authority or right to act for or bind the Partnership.
Angle Apartments (The Landings at Marine Creek)

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Agreement”), of DECATUR-ANGLE LTD., a Texas limited partnership (the “Partnership”), is made and entered into as of February 1, 2014 by and among DECATUR-ANGLE GP LLC, a Texas limited liability company (“General Partner”), as general partner of the Partnership, NRP DECATUR-ANGLE SLP LLC, a Texas limited liability company (“Class B Limited Partner”), as Class B limited partner of the Partnership, BANK OF AMERICA, N.A. (“Limited Partner”), as investor limited partner of the Partnership, and BANC OF AMERICA CDC SPECIAL HOLDING COMPANY, INC., a North Carolina corporation (“Special Limited Partner”), as special limited partner of the Partnership, on the following terms.

8.1 Management Vested in General Partner and Class B Limited Partner.

Subject to the limitations expressly provided in this Agreement, General Partner and Class B Limited Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership’s purpose. Without limiting the generality of the foregoing, but subject to the limitations specified in this Section 8.1, Section 8.2, Section 8.3 and elsewhere in this Agreement, General Partner and Class B Limited Partner will have the power and authority to do all of the following:

8.3. Limited Authority of General Partner.

Notwithstanding any other provision of this Agreement, General Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. General Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner and Class B Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.3.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;
8.4 Limited Authority of Class B Limited Partner.

Notwithstanding any other provision of this Agreement, Class B Limited Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. Class B Limited Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.4.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;

10.2 Additional Representations and Warranties of General Partner and Class B Limited Partner.

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1. Title. At the Closing Date, and as of the date hereof, the Partnership has a good leasehold interest in the Land and other Partnership Property, and the title insurance policies required under Section 8.12.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership’s cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project as contemplated by this Agreement. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.

14.16 Consents.

Any consent or approval to any act or matter required under this Agreement must be in writing, and will apply only with respect to the particular act or matter to which such consent or approval is given, and will not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.
Balcones Lofts

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This Amended and Restated Agreement of Limited Partnership of Balcones Lofts Ltd., dated and effective as of the 7th day of October, 2014, is made by and among:

Balcones Lofts GP LLC,
   a Texas limited liability company,
   as the General Partner.

Balcones Lofts SLP LLC,
   a Texas limited liability company,
   as the Class B Special Limited Partner

and

U.S. Bancorp Community Development Corporation,
   a Minnesota corporation,
   as the substitute Limited Partner.

5.2 Limitations on the Authority of the General Partner

Notwithstanding any other provision of this Agreement, the Special Limited Partner shall have no authority to perform any act in violation of any applicable law or regulations, the Loan Documents, or the Project Documents; to do any act required to be approved, consented to, voted on, or ratified by the Limited Partner under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; to cause the Partnership to engage in any business other than as set forth in Section 1.6; or do any act that would make it impossible to carry out the business of the Partnership as contemplated herein. The Special Limited Partner shall have no authority to engage in the following activities without the Consent of the Limited Partner and the General Partner (but in the latter case, only to the extent such activity would jeopardize the tax exempt status of the GP Owner) and, if required, the consent of the Lenders:

(b) Effect a financing, refinancing, encumbrance, mortgage, conveyance, pledge, transfer, exchange or other disposition of all or any portion of the Project; provided that the Limited Partner hereby consents to customary easements for utilities and similar requirements incident to and necessary for the construction and operation of the Project, the Loans (but any extension, refinancing, increase, decrease, modification, amendment, of any such Loans (or repayment other than in accordance with its scheduled term of amortization) or consent to any transfer, pledge or conveyance of any Loan by an existing Lender will require the Consent of the Limited Partner);
(h) **Incur any liability, obligation** or debt other than the Loans (and any Operating Deficit Advances) and debt approved by the Limited Partner in an Annual Operating Budget;

5.6 Representations, Warranties and Covenants of the General Partner and Special Limited Partner and Environmental Matters

The General Partner and Special Limited Partner hereby represent and warrant to the Limited Partner that the following are true and correct as of the date hereof and will be true and correct for the Term, unless specifically updated in writing and delivered to the Limited Partner, from time to time. The General Partner and the Special Limited Partner do not make any representations or warranties as to the actions or inactions of the other.

(i) The General Partner and the Special Limited Partner have provided the Limited Partner with true and correct copies of all Project Documents, and the Partnership, the General Partner and the Special Limited Partner have no obligations as of the Admission Date and the date of each Capital Installment, to any third parties, except for matters previously disclosed to the Limited Partner in writing which have received the Consent of the Limited Partner.

(q) There are no restrictions on the sale or refinancing of the Project, other than the restrictions set forth in the Loan Documents, the Project Documents, under Section 42 of the Code or under other applicable state or federal law respecting the Credits and the right of first refusal obligation set forth in the tax credit application submitted to the HCA for the Project.

(r) As of the Admission Date and the date of each Capital Installment, the Partnership owns the Project, the buildings comprising the Project, and each of the Units (and the tangible and intangible personal property thereof), free and clear of any liens, charges, or encumbrances other than the Mortgages, matters set forth in the Title Policy, and mechanics’ or other liens that have been disclosed to the Limited Partner in writing and bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Project, any of the Units, or the Partnership for payment of any debt secured thereby. As of the date hereof, neither the General Partner nor the Special Limited Partner has received notice of any such liens, charges, or encumbrances.

(aa) The General Partner shall not permit the HUD Deed Restriction to be amended at any time without the prior written consent of the Special Limited Partner and Limited Partner.
**Broadmoor Apartments**

**Summary:** In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This Amended and Restated Agreement of Limited Partnership of The Broadmoor at Western Hills Ltd. dated and effective as of the 1st day of November, 2016, is made by and among:

- **The Broadmoor at Western Hills GP LLC,**
  a Texas limited liability company,
  as the General Partner,

- **NRP Broadmoor SPE SLP LLC,**
  a Delaware limited liability company,
  as the Special Limited Partner

  and

- **U.S. Bancorp Community Development Corporation,**
  a Minnesota corporation,
  as the substitute Limited Partner.
5.2 Limitations on the Authority of the General Partner

Notwithstanding any other provision of this Agreement, neither the General Partner nor the Special Limited Partner shall have any authority to perform any act in violation of any applicable law or regulations, the Loan Documents, or the Project Documents; to do any act required to be approved, consented to, voted on, or ratified by the Limited Partner under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; to cause the Partnership to engage in any business other than as set forth in Section 1.6; or do any act that would make it impossible to carry out the business of the Partnership as contemplated herein. The Special Limited Partner shall have no authority to engage in the following activities without the Consent of the Limited Partner and the General Partner (but in the latter case, only to the extent such activity would jeopardize the tax exempt status of the GP Owner) and, if required, the consent of the Lenders:

(a) Effect a sale of all or any portion of the Project (other than personal property), including, without limitation, the Units and any commercial and/or community space, which Consent shall not, after the end of the Compliance Period, be unreasonably withheld, delayed or conditioned;

(b) Effect a financing, refinancing, encumbrance, mortgage, conveyance, pledge, transfer, exchange or other disposition of all or any portion of the Project; provided that the Limited Partner hereby consents to customary easements for utilities and similar requirements incident to and necessary for the construction and operation of the Project, the Loans (but any extension, refinancing, increase, decrease, modification, amendment, of any such Loans (or repayment other than in accordance with its scheduled term of amortization) or consent to any transfer, pledge or conveyance of any Loan by an existing Lender will require the Consent of the Limited Partner);

5.6 Representations, Warranties and Covenants of the General Partner and Special Limited Partner and Environmental Matters

The General Partner and Special Limited Partner hereby represent and warrant to the Limited Partner that the following are true and correct as of the date hereof and will be true and correct for the Term, unless specifically updated in writing and delivered to the Limited Partner, from time to time, and such representations, warranties and covenants may be relied upon by counsel to the Limited Partner for purposes of any opinion such counsel may give in connection with the Limited Partner’s investment in the Partnership. The General Partner and the Special Limited Partner do not make any representations or warranties as to the actions or inactions of the other.

(i) The General Partner and the Special Limited Partner have provided the Limited Partner with true and correct copies of all Project Documents. The Partnership and the General Partner have no obligations as of the Admission Date and the date of each Capital Installment, to any third parties, except for matters previously disclosed to the Limited Partner in writing which have received the Consent of the Limited Partner.
(s) As of the Admission Date and the date of each Capital Installment, the Partnership has a leasehold interest in the Project land and an ownership interest in the buildings comprising the Project, and each of the Units (and the tangible and intangible personal property thereof), free and clear of any liens, charges, or encumbrances other than the Mortgages, matters set forth in the Title Policy, and mechanics’ or other liens that have been disclosed to the Limited Partner in writing and bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Project, any of the Units, or the Partnership for payment of any debt secured thereby. As of the date hereof, neither the General Partner nor the Special Limited Partner has received notice of any such liens, charges, or encumbrances.
Bruton Apartments (Sterlingshire)

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Agreement”), of BRUTON APARTMENTS, LTD., a Texas limited partnership (the “Partnership”), is made and entered into as of August 1, 2014 by and among BRUTON APARTMENTS GP, LLC, a Texas limited liability company (“General Partner”), as general partner of the Partnership, NRP BRUTON APARTMENTS SLP LLC, a Texas limited liability company (“Class B Limited Partner”), as Class B limited partner of the Partnership, BANK OF AMERICA, N.A. (“Limited Partner”), as investor limited partner of the Partnership and BANC OF AMERICA CDC SPECIAL HOLDING COMPANY, INC., a North Carolina corporation (“Special Limited Partner”), as special limited partner of the Partnership, on the following terms

8.1 Management Vested in General Partner and Class B Limited Partner.

Subject to the limitations expressly provided in this Agreement, General Partner and Class B Limited Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority

8.3 Limited Authority of General Partner.

Notwithstanding any other provision of this Agreement, General Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. General Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner and Class B Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.3.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;
8.4 **Limited Authority of Class B Limited Partner.**

Notwithstanding any other provision of this Agreement, Class B Limited Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. Class B Limited Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.4.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;

10.2 **Additional Representations and Warranties of General Partner and Class B Limited Partner.**

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1. **Title.** At the Closing Date, and as of the date hereof, the Partnership has a good leasehold interest in the Land and other Partnership Property, and the title insurance policies required under Section 8.12.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership’s cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project as contemplated by this Agreement. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.

14.16 **Consents.**

Any consent or approval to any act or matter required under this Agreement must be in writing, and will apply only with respect to the particular act or matter to which such consent or approval is given, and will not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.
**Summary:** In this transaction, NRP is only the Special Class B Limited Partner with very limited rights. Section 5.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

**AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP,** dated as of November 1, 2006, by and among Costa Almadena GP, LLC, a Texas limited liability company, as General Partner, Related Direct SLP LLC, a Delaware limited liability company, as Special Limited Partner, RCC Credit Facility, L.L.C., a Delaware limited liability company, as Limited Partner, NRP Costa Almadena, LLC, an Ohio limited liability company, as Special Class B Limited Partner, and NRP Costa Almadena, LLC, an Ohio limited liability company, as Withdrawing Limited Partner.

### 5.1 Exercise of Management

A. The overall management and control of the business, assets and affairs of the Partnership shall be vested in the General Partners and, subject to the specific limitations and restrictions set forth in this Article V and in Article IV hereof, the General Partners, in extension of and not in limitation of the powers given it by law, shall have full, exclusive and complete charge of the management of the business of the Partnership in accordance with its purpose stated in Section 2.5 hereof. Except as otherwise provided for herein, any powers or authority exercised pursuant to this Agreement shall be exercised by the General Partners acting together (if more than one). The signature of both General Partners (if more than one) shall be needed on any instrument, document or agreement to bind the Partnership, and third parties may rely fully on any such instrument, document or agreement signed by the General Partners. Neither any Special Limited Partner nor any Limited Partner shall take part in the management or control of the business of the Partnership or have authority to bind the Partnership; provided, however, that the Special Limited Partner may exercise any and all of the rights granted to it under this Agreement. In the event that the General Partner is not the General Partner and there shall be more than one General Partner, the Special Limited Partner shall appoint from such of them the Managing General Partner. In the event there shall be no general partners, the Person who becomes general partner if the Partnership is continued shall become the General Partner.
**Costa Biscaya**

**Summary:** In this transaction, NRP is only the Special Class B Limited Partner with very limited rights. Section 5.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP, dated as of November 1, 2004, by and among Agape Costa Biscaya, LLC, a Texas limited liability company, as General Partner, Related Direct SLP LLC, a Delaware limited liability company, as Special Limited Partner, RCC Credit Facility, L.L.C., a Delaware limited liability company, as Limited Partner, Costa Biscaya NRP, Ltd., an Ohio limited partnership, as Special Class B Limited Partner, and NRP Properties LLC, an Ohio limited liability company, as Withdrawing Limited Partner.

5.1 Exercise of Management. The overall management and control of the business, assets and affairs of the Partnership shall be vested in the General Partners and, subject to the specific limitations and restrictions set forth in this Article V and in Article IV hereof, the General Partners, in extension of and not in limitation of the powers given it by law, shall have full, exclusive and complete charge of the management of the business of the Partnership in accordance with its purpose stated in Section 2.5 hereof. Except as otherwise provided for herein, any powers or authority exercised pursuant to this Agreement shall be exercised by the General Partners acting together (if more than one). The signature of both General Partners (if more than one) shall be needed on any instrument, document or agreement to bind the Partnership, and third parties may rely fully on any such instrument, document or agreement signed by the General Partners. Neither any Special Limited Partner nor any Limited Partner shall take part in the management or control of the business of the Partnership or have authority to bind the Partnership, provided, however, that the Special Limited Partner may exercise any and all of the rights granted to it under this Agreement. In the event that the General Partner is not the General Partner and there shall be more than one General Partner, the Special Limited Partner shall appoint from such of them the Managing General Partner. In the event there shall be no general partners, the Person who becomes general partner if the Partnership is continued shall become the General Partner.
Costa Ibiza

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

THI S AMENDED AND RESTAT E D LIMlTED PARTNER S IlIP
AGREEMENT OF CO S TA mlZA , LTO ., A TEXAS LIMITED l'ARTNERSIllP
(this “Agreement”), is made and entered into as of , 2008 by and
among NRP COSTA IBIZA, LLC, a Texas limited liability company (“General
Partner”), as General Partner, NRP PROPERTIES LLC, an Ohio limited liability
company (“Withdrawing Limited Partner”), as Withdrawing Limited Partner, BANK OF
AMERICA, N.A. (“Limited Partner”), as Limited Partner, and BANC OF AMERICA
CDC SPECIAL HOLDING COMPANY, INC., a North Carolina corporation (“Special
Partner”).

8.2. Limited Authority of General Partner. Notwithstanding any other provision of
this Agreement, General Partner will not have any authority to, and will not, perform any act in
violation of any applicable law or regulation, the Project Documents, or any agreement between
the Partnership and any Governmental Authority or any Lender. General Partner will not enter
into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and
reasonably related to the achievement of, the purposes of the Partnership or any of the following
actions without the prior written consent of Limited Partner, which such consent shall not be
unreasonably withheld, conditioned, or delayed:

8.2.7. Sell, convey, lease or otherwise encumber (other than Residential Leases
complying with the provisions of this Agreement) all or any portion of the Project or
other Property except as provided in the Loan Documents or required by any
Governmental Authority;

10.2. Additional Representations and Warranties of General Partner. In addition to the
representations and warranties made by General Partner in Section 10.1, General Partner hereby
additionally represents, warrants and covenants to and with the Partnership and Limited Partner
that as of the date of this Agreement and on each date on which Limited Partner makes a Capital
Contribution:

10.2.1. Title. At the Closing Date, and as of the date hereof, the Partnership has a
good fee simple interest in the Land and other Partnership Property, and the title
insurance policies required under Section 8.10.1, were issued on or before the Closing
Date and will remain in full force and effect (at the Partnership’s cost and expense), free
and clear of any liens, charges or encumbrances other than the Permitted Encumbrances.
None of the Permitted Encumbrances will have a material adverse effect on the
construction, development, or operation of the Project. All real estate taxes, and to the
extent applicable, all assessments, water and sewer charges and other municipal charges
with respect to the Land to the extent due and owing, have been paid in full.

14.16. Consents. Any consent or approval to any act or matter required under this
Agreement must be in writing, and will apply only with respect to the particular act or matter to
which such consent or approval is given, and will not relieve any Partner from the obligation to
obtain the consent or approval, as applicable, wherever required under this Agreement to any
other act or matter.
Costa Mariposa

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This Amended and Restated Limited Partnership Agreement of Costa Mariposa, Ltd., a Texas Limited Partnership (this "Agreement"), is made and entered into as of May 1, 2009 by and among NRC Costa Mariposa, LLC, a Texas limited liability company ("General Partner"), as General Partner, NRP Properties LLC, an Ohio limited liability company ("Withdrawing Limited Partner"), as Withdrawing Limited Partner, NRP Costa Mariposa, LLC, a Texas limited liability company ("Class B Limited Partner"), as Class B Limited Partner, Bank of America, N.A. ("Limited Partner"), as Limited Partner, and Banc of America CDC Special Holding Company, Inc., a North Carolina corporation ("Special Limited Partner"), as Special Limited Partner, on the following terms and conditions:

8.1 Management Vested in General Partner and Class B Limited Partner.

Subject to the limitations expressly provided in this Agreement, General Partner and Class B Limited Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership's purpose. Without limiting the generality of the

8.2 Limited Authority of General Partner.

Notwithstanding any other provision of this Agreement, General Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental

C. The following sentence from the introductory paragraph of Section 8.2 of the Partnership Agreement is hereby deleted in its entirety

"General Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:"

And replaced with the following new sentence:

"General Partner will not directly or indirectly enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or directly or indirectly take or permit any affiliate of the Partnership or of the General Partner to take any of the following actions without the prior written consent of the Class B Limited Partner and the Limited Partner."
8.2.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;

10.2 Additional Representations and Warranties of General Partner and Class B Limited Partner.

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1. Title. At the Closing Date, and as of the date hereof, the Partnership has a good fee simple in the Land and other Partnership Property, and the title insurance policies required under Section 8.17.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership's cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.

14.16 Consents.

Any consent or approval to any act or matter required under this Agreement must be in writing, and will apply only with respect to the particular act or matter to which such consent or approval is given, and will not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.
**Costa Mirada**

**Summary:** In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 6.3 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

*AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP* dated as of October 1, 2006 among COSTA MIRADA GP, LLC, a Texas limited liability company, as General Partner (the "General Partner"); MMA COSTA MIRADA, LLC, a Delaware limited liability company, as Investor Limited Partner (the "Investor Limited Partner"); MMA SPECIAL LIMITED PARTNER, INC., a Florida corporation, as Special Limited Partner (the "Special Limited Partner"); and NRP COSTA MIRADA LLC, an Ohio limited liability company, as Class B Limited Partner (the "Class B Limited Partner") and LAS VARAS PUBLIC FACILITY CORPORATION, as Original (and Withdrawing) Limited Partner.

**Section 6.1. Restrictions on Authority**

A. Notwithstanding any other provisions of this Agreement, the General Partner shall have no authority to perform any act in respect of the Partnership or the Project in violation of (i) any applicable law or regulation or (ii) any agreement between the Partnership and any Lender or Governmental Agency. The Investor Limited Partner acknowledges that certain Affiliates of the Class B Limited Partner directly own general partner interests in the limited partnerships, which own similar low-income housing tax credit projects in the vicinity of the Project and that the Developer, Management Agent and Builder have and may continue to perform services therefore. Accordingly, the Investor Limited Partner hereby waives any conflict associated therewith, provided however, that this waiver in no way limits the fiduciary responsibilities of the Class B Limited Partner hereunder.

B. The General Partner (or the Class B Limited Partner under the circumstances described in Section 6.3D) shall not have any authority to do any of the following acts without the Consent of the Investor Limited Partner and the Class B Limited Partner and any Requisite Approvals:

   (xix) to enter into any oral or written agreement which would (a) bind the Partnership to make payments under such agreement in excess of $50,000 in any year which is not included in an approved budget, or (b) bind the Partnership for more than a one (1) year period, or

**Section 6.3. Business Management and Control; Designation of Managing General Partner; Certain Rights of the Special Limited Partner**

A. (i) The General Partner shall have the exclusive right to manage the business of the Partnership in accordance with this Agreement. No Limited Partner shall have any authority or right to act for or bind the Partnership.
**Costa Rialto**

**Summary:** In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

**AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP.**

DATED AS OF JULY 1, 2007, BY AND AMONG NRP COSTA RIALTO, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS **GENERAL PARTNER,** CENTERLINE SLP LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS **SPECIAL LIMITED PARTNER,** CENTERLINE INVESTOR LP LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS **LIMITED PARTNER,** AND NRP COSTA RIALTO, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS **WITHDRAWING LIMITED PARTNER.**

4.1 **Authority Requirements.** During the Compliance Period, the following provisions shall apply: (i) each of the provisions of this Agreement shall be subject to, and the General Partner covenants to act in accordance with, the Credit Conditions and to use all commercially reasonable efforts to act in accordance with all applicable Federal, state, and local laws and regulations; (ii) the Credit Conditions and all such laws and regulations, as amended or supplemented, shall govern the rights and obligations of the Partners, their heirs, executors, administrators, successors, and assigns, and they shall control as to any terms in this Agreement which are inconsistent therewith, and any such inconsistent terms in this Agreement shall be unenforceable by or against any of the Partners; (iii) upon any dissolution of the Partnership or any transfer of the Apartment Complex, no title or right to the possession and control of the Apartment Complex and no right to collect rent therefrom shall pass to any Person who is not, or does not become, bound by the Credit Conditions in a manner that, in the opinion of counsel to the Partnership, would not adversely affect the ability of the owner(s) of the Apartment Complex to utilize the Credits or avoid a recapture thereof; and (iv) any conveyance or transfer of title to all or any portion of the Apartment Complex required or permitted under this Agreement shall in all respects be subject to the Credit Conditions and all conditions, approvals, or other requirements of the rules and regulations of any Authority applicable thereto.

5.1 **Exercise of Management.**

A. **The overall management and control of the business, assets and affairs of the Partnership shall be vested in the General Partners and, subject to the specific limitations and restrictions set forth in this Article V and in Article IV hereof, the General Partners, in extension of and not in limitation of the powers given it by law, shall have full, exclusive and complete charge of the management of the business of the Partnership in accordance with its purpose stated in Section 2.5 hereof.** Except as otherwise provided for herein, any powers or authority

5.4 **Lease, Conveyance or Refinancing of Assets of the Partnership.**

A. **Except as may be otherwise expressly provided in Section 4.1 hereof and elsewhere in this Agreement, the General Partner, with the approval of each Authority (if required), is hereby authorized to sell, lease, sublease, exchange, refinance or otherwise transfer, convey or encumber all or substantially all of the assets of the Partnership; provided, however, that the terms of any such sale, exchange, refinancing or other transfer, conveyance or encumbrance of the Property must receive the Consent of the Special Limited Partner before such transaction shall be binding on the Partnership, which consent shall not be unreasonably
THIS CONTRIBUTION AGREEMENT ("Agreement") entered into as of July 1, 2007 (the "Closing Date"), by and among CENTERLINE INVESTOR LP LLC, a Delaware limited liability company (together with any approved person or entity designated by it to acquire all or any portion of the Acquired Interest (as hereinafter defined) and any permitted assignees thereof being hereinafter referred to as the "Investor"), NRP COSTA RIALTO, LLC, a Texas limited liability company ("Rialto GP" or the "General Partner" or if more than one, "General Partners"), and COSTA RIALTO, LTD., a Texas limited partnership ("Project Partnership").

3. Representations, Warranties, Covenants and Agreements of the Project Partnership and the General Partner. The Project Partnership and the General Partner, jointly and severally (except as otherwise noted herein), hereby represent, warrant and agree that the recitals contained in paragraphs A-H and K, of the preamble to this Agreement and the representations and warranties made in this Section 3 as of the Closing Date are true and correct in all material respects as of the date hereof and that such representations and warranties will be true and correct in all material respects (i.e., no material adverse effect to the Project Partnership, the General Partner, the Property or the Investor, including the anticipated tax benefits to be derived from the Investor’s investment in the Project Partnership) as of the date of payment of each of the Deferred Contributions (each such date being hereinafter referred to as a “Deferred Contribution Date”), provided, however, that no representation or warranty as to form of the documents annexed or listed as exhibits hereto shall be deemed violated if such documents are subsequently amended with the Consent of the Special Limited Partners, and each of the Project Partnership and the General Partner, jointly and severally (except as otherwise noted herein), hereby covenant and agree to perform and fulfill all covenants and agreements to be performed or fulfilled by either of them or both of them hereunder:

(a) As of the Closing Date and each Deferred Contribution Date, the Project Partnership has a good and valid title to the Land and fee title interest in the Improvements free from all easements, rights-of-way, liens, security interests, encumbrances and defects of any kind, except, as of the Closing Date for those exceptions ("Permitted Encumbrances") set forth in Schedule 4 annexed hereto and except, as of each Deferred Contribution Date, for the Permitted Encumbrances and such other encumbrances as are permitted to exist under this Agreement, or the Amended Partnership Agreement or are otherwise consented to by the Special Limited Partner which consent shall not be unreasonably withheld (the “Special Encumbrances”). For purposes of the foregoing, Special Encumbrances shall include without limitation mechanics liens which do not exceed $25,000 in the aggregate and which are bonded and excluded as an exception to title insurance in an updated title insurance report. Except for the Property, the Project Partnership neither owns nor leases any other property, tangible or intangible, real or personal. As of the Closing Date and each Deferred Contribution Date, all real estate taxes, assessments, water and sewer charges and other municipal charges with respect to the Property to the extent due and owing, have been paid, or are being properly contested as provided in the Amended Partnership Agreement and as approved by the Special Limited Partner in its reasonable discretion. Without limiting the foregoing, as of the Closing Date, the Land is in such condition that a recognized engineer or land surveying firm could prepare a survey which would result in the issuance of an owner’s title insurance policy without any general exception for matters shown by a survey.
**Costa Tarragona I**

**Summary:** In this transaction, NRP is only the Special Class B Limited Partner with very limited rights. Section 5.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

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**AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP,**
dated as of November 1, 2005, by and among CCHFC Costa Tarragona I, LLC, a Texas limited liability company, as General Partner, Related Direct SLP LLC, a Delaware limited liability company, as Special Limited Partner, RCC Credit Facility, L.L.C., a Delaware limited liability company, as Limited Partner, Costa Tarragona I NRP, Ltd., an Ohio limited partnership, as Special Class B Limited Partner, and Corpus Christi Housing Finance Corporation, as Withdrawing Limited Partner.

5.1 **Exercise of Management.** The overall management and control of the business, assets and affairs of the Partnership shall be vested in the General Partners and, subject to the specific limitations and restrictions set forth in this Article V and in Article IV hereof, the General Partners, in extension of and not in limitation of the powers given it by law, shall have full, exclusive and complete charge of the management of the business of the Partnership in accordance with its purpose stated in Section 2.5 hereof. Except as otherwise provided for herein, any powers or authority exercised pursuant to this Agreement shall be exercised by the General Partners acting together (if more than one). The signature of both General Partners (if more than one) shall be needed on any instrument, document or agreement to bind the Partnership, and third parties may rely fully on any such instrument, document or agreement signed by the General Partners. Neither any Special Limited Partner nor any Limited Partner shall take part in the management or control of the business of the Partnership or have authority to bind the Partnership; provided, however, that the Special Limited Partner may exercise any and all of the rights granted to it under this Agreement. In the event that the General Partner is
**Costa Tarragona II**

**Summary:** In this transaction, NRP is only the Special Limited Partner with very limited rights. Section 8.01 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

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This Amended and Restated Agreement of Limited Partnership is made and entered into effective as of the 1st day of May, 2011, by and among CCHFC Costa Tarragona II, LLC, a Texas limited liability company, as the general partner (the "General Partner"), Corpus Christi Housing Finance Corporation, a Texas nonprofit corporation (the "Withdrawing Limited Partner"), NRP Costa Tarragona II LLC, a Texas limited liability company (the "Special Limited Partner") and Raymond James Tax Credit Fund 37 L.L.C., a Florida limited liability company, as limited partner (the "Investor Limited Partner").

**8.01 Management of the Partnership.**

(a) Except as otherwise set forth in this Agreement, the General Partner, within the authority granted to it under this Agreement, shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes stated in Article III, shall make all decisions affecting the business of the Partnership and shall manage and control the affairs of the Partnership to the best of its ability and use best efforts to carry out the purpose of the Partnership. In so doing, the General Partner shall take all actions necessary or appropriate to protect the interests of the Investor Limited Partner and of the Partnership. The General Partner shall devote such time as is necessary to the affairs of the Partnership.
**Costa Valencia**

**Summary:** In this transaction, NRP is only the Special Class B Limited Partner with very limited rights. Section 5.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

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**AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP,**

dated as of December 1, 2005, by and among Costa Valencia GP, LLC, a Texas limited liability company, as General Partner; RCC Credit Enhanced SLP LLC-Series D, a Delaware limited partnership, as Special Limited Partner, Related Capital Credit Enhanced Partners LP-Series D, a Delaware limited partnership, as Limited Partner, Costa Valencia NRP, Ltd., an Ohio limited partnership, as Special Class B Limited Partner, and NRP Costa Valencia, LLC, an Ohio limited liability company, as Withdrawing Limited Partner.

**5.1 Exercise of Management.** The overall management and control of the business, assets and affairs of the Partnership shall be vested in the General Partners and, subject to the specific limitations and restrictions set forth in this Article V and in Article IV hereof, the General Partners, in extension of and not in limitation of the powers given it by law, shall have full, exclusive and complete charge of the management of the business of the Partnership in accordance with its purpose stated in Section 2.5 hereof. Except as otherwise provided herein, any powers or authority exercised pursuant to this Agreement shall be exercised by the General Partners acting together (if more than one). The signature of both General Partners (if more than one) shall be needed on any instrument, document or agreement to bind the Partnership, and third parties may rely fully on any such instrument, document or agreement signed by the General Partners. **Neither any Special Limited Partner nor any Limited Partner shall take part in the management or control of the business of the Partnership or have authority to bind the Partnership,** provided, however, that the Special Limited Partner may exercise any and all of the rights granted to it under this Agreement. In the event that the General Partner is not the General Partner and there shall be more than one General Partner, the Special Limited Partner shall appoint from such of them the Managing General Partner. In the event there shall be no general partners, the Person who becomes general partner if the Partnership is continued shall become the General Partner.
Denton Apartments (The Veranda)

Summary: In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 8.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

8.1 Management Vested in General Partner.

Subject to the limitations expressly provided in this Agreement, General Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership’s purpose. Without limiting the generality of the foregoing, but subject to the
Eagles Rest

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This Amended and Restated Agreement of Limited Partnership of Eagles Rest Ltd. dated and effective as of the 12th day of June, 2015, is made by and among:

Eagles Rest GP LLC,
a Texas limited liability company,
as the General Partner,

NRP Eagles Rest SLP LLC,
a Texas limited liability company,
as the Class B Special Limited Partner

and

U.S. Bancorp Community Development Corporation,
a Minnesota corporation,
as the substitute Limited Partner.

Special Limited Partner: NRP Eagles Rest SLP LLC, a Texas limited liability company, or such alternate Special Limited Partner as is designated by the Limited Partner in writing, from time to time, as Special Limited Partner.

5.1 Authority of General Partner

(a) Subject to the terms of this Agreement, the Special Limited Partner shall have the right, power, and authority, acting for and on behalf of and in the name of the Partnership, to: (i) execute and deliver on behalf of the Partnership any contract, agreement, or other instrument or document required or otherwise appropriate to acquire, construct, rehabilitate, renovate, improve, lease, operate, sell, encumber, mortgage, convey, or refinance the Project (or any part thereof); (ii) convey the Project by deed, mortgage, certificate, bill of sale, agreement, or otherwise, as appropriate; (iii) bring, compromise, settle, and defend actions at law or in equity; and (iv) take such actions as may be appropriate to accomplish the purposes of the Partnership, which are not contrary to the terms of this Agreement. Any action required or permitted to be taken by the Special Limited Partner hereunder may be taken by such of its proper officers or agents as it shall validly designate and duly authorize for such purpose.
(b) Except as otherwise provided herein and except for items for which Consent of the Limited Partner or the Consent of the General Partner is expressly required hereunder, all decisions made for and on behalf of the Partnership by the Special Limited Partner shall be binding upon the Partnership, and no decision may be made by the General Partner for or on behalf of the Partnership without the Consent of the Special Limited Partner. Except as expressly otherwise set forth in this Agreement, the Special Limited Partner (acting for and on behalf of and in the name of the Partnership), in extension and not in limitation of the rights and powers given it by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority, in the management of the Partnership’s day-to-day business, to do any and all acts and things necessary, proper, ordinary, customary or advisable to effectuate the purposes of the Partnership. In so doing, the Special Limited Partner shall take all actions necessary or appropriate to protect the interests of the Limited Partner, the

5.2 Limitations on the Authority of the General Partner

Notwithstanding any other provision of this Agreement, the Special Limited Partner shall have no authority to perform any act in violation of any applicable law or regulations, the Loan Documents, or the Project Documents; to do any act required to be approved, consented to, voted on, or ratified by the Limited Partner under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; to cause the Partnership to engage in any business other than as set forth in Section 1.6; or do any act that would make it impossible to carry out the business of the Partnership as contemplated herein. The Special Limited Partner shall have no authority to engage in the following activities without the Consent of the Limited Partner and the General Partner (but in the latter case, only to the extent such activity would jeopardize the tax exempt status of the GP Owner) and, if required, the consent of the Lenders:

(a) Effect a sale of all or any portion of the Project (other than personal property), including, without limitation, the Units and any commercial and/or community space, which Consent shall not, after the end of the Compliance Period, be unreasonably withheld, delayed or conditioned;

(b) Effect a financing, refinancing, encumbrance, mortgage, conveyance, pledge, transfer, exchange or other disposition of all or any portion of the Project; provided that the Limited Partner hereby consents to customary easements for utilities and similar requirements incident to and necessary for the construction and operation of the Project, the Loans (but any extension, refinancing, increase, decrease, modification, amendment, of any such Loans (or repayment other than in accordance with its scheduled term of amortization) or consent to any transfer, pledge or conveyance of any Loan by an existing Lender will require the Consent of the Limited Partner);

(dd) Take any action for which the Consent of the Limited Partner is required under any other provision of this Agreement;
5.6 Representations, Warranties and Covenants of the General Partner and Special Limited Partner and Environmental Matters

The General Partner and Special Limited Partner hereby represent and warrant to the Limited Partner that the following are true and correct as of the date hereof and will be true and correct for the Term, unless specifically updated in writing and delivered to the Limited Partner, from time to time, and such representations, warranties and covenants may be relied upon by counsel to the Limited Partner for purposes of any opinion such counsel may give in connection with the Limited Partner’s investment in the Partnership. The General Partner and the Special

(r) As of the Admission Date and the date of each Capital Installment, the Partnership owns the Project, the buildings comprising the Project, and each of the Units (and the tangible and intangible personal property thereof), free and clear of any liens, charges, or encumbrances other than the Mortgages, matters set forth in the Title Policy, and mechanics’ or other liens that have been disclosed to the Limited Partner in writing and bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Project, any of the Units, or the Partnership for payment of any debt secured thereby. As of the date hereof, neither the General Partner nor the Special Limited Partner has received notice of any such liens, charges, or encumbrances.
Summary: In this transaction, NRP is only the Class B Special Limited Partner with very limited rights. Section 8.01 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF Easterling Culebra Apartments Ltd. (the “Agreement”) is made and entered into as of July 20, 2017, by and among the undersigned parties.

“Class B Limited Partner” means NRP Easterling Culebra Apartments SLP LLC, a Texas limited liability company. Following the transfer of the Class B Limited Partner’s Interest in the Partnership to the General Partner in accordance with the provisions of Section 8.02(f), all references to the Class B Limited Partner in this Agreement shall, except to the extent expressly provided for to the contrary herein, be deemed a reference to the General Partner.

“General Partner” means Easterling Culebra Apartments GP LLC, a Texas limited liability company, and any other Person admitted as a general partner pursuant to this Agreement, and their respective successors pursuant to this Agreement, including particularly the provisions of Section 9.02, 8.01 and 8.12.

8.01 Management of the Partnership; Roles and Responsibilities of the General Partner and the Class B Limited Partner.

(a) Except as otherwise set forth in this Agreement, the General Partner, within the authority granted to it under this Agreement, shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes stated in Article III, shall make all decisions affecting the business of the Partnership and shall manage and control the affairs of the Partnership to the best of its ability and use best efforts to carry out the purpose of the Partnership. In so

10.01 Management of the Partnership. No Limited Partner shall take part in the management or control of the business of the Partnership nor transact any business in the name of the Partnership. Except as otherwise expressly provided in this Agreement, no Limited Partner shall have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. No Limited Partner shall have any power or authority with respect to the Partnership except insofar as the Consent of any Limited Partner shall be expressly required and except as otherwise expressly provided in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit any right, power or authority of the Special Limited Partner set forth herein; and if the Special Limited Partner shall elect to exercise the authority granted in Section 5.05(a)(C), then to the extent that such exercise would otherwise be limited by the Act the Special Limited Partner shall be deemed to be a general partner of the Partnership for all purposes of this Agreement.
Emerald Village

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This Amended and Restated Agreement of Limited Partnership of Emerald Village Ltd., dated and effective as of the 15th day of August, 2014, is made by and among:

Emerald Village GP LLC,
a Texas limited liability company,
as the General Partner.

NRP Emerald Village SLP LLC,
a Texas limited liability company,
as the Class B Special Limited Partner

and

U.S. Bancorp Community Development Corporation,
a Minnesota corporation,
as the substitute Limited Partner.

Special Limited Partner: NRP Emerald Village SLP LLC, a Texas limited liability company, or such alternate Special Limited Partner as is designated by the Limited Partner in writing, from time to time, as Special Limited Partner.
ARTICLE V

RIGHTS, POWERS AND OBLIGATIONS OF THE GENERAL PARTNER

5.1 Authority of General Partner

(b) Except as otherwise provided herein and except for items for which Consent of the Limited Partner or the Consent of the General Partner is expressly required hereunder, all decisions made for and on behalf of the Partnership by the Special Limited Partner shall be binding upon the Partnership, and no decision may be made by the General Partner for an on behalf of the Partnership without the Consent of the Special Limited Partner. Except as expressly otherwise set forth in this Agreement, the Special Limited Partner (acting for and on behalf of and in the name of the Partnership), in extension and not in limitation of the rights and powers given it by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority, in the management of the Partnership’s day-to-day business, to do any and all acts and things necessary, proper, ordinary, customary or advisable to effectuate the purposes of the Partnership. In so doing, the Special Limited Partner shall take all actions necessary or appropriate to protect the interests of the Limited Partner, the General Partner and of the Partnership. In furtherance and not in limitation of the foregoing provisions of this Article V and of the other provisions of this Agreement and subject to any applicable Consent of the Limited Partner, the Special Limited Partner is, as is more fully set forth in Section 5.1(a), specifically authorized and empowered to execute any and all instruments and documents as shall be required by any lender in

5.2 Limitations on the Authority of the General Partner

Notwithstanding any other provision of this Agreement, the Special Limited Partner shall have no authority to perform any act in violation of any applicable law or regulations, the Loan Documents, or the Project Documents; to do any act required to be approved, consented to, voted on, or ratified by the Limited Partner under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; to cause the Partnership to engage in any business other than as set forth in Section 1.6; or do any act that would make it impossible to carry out the business of the Partnership as contemplated herein. The Special Limited Partner shall have no authority to engage in the following activities without the Consent of the Limited Partner and the General Partner (but in the latter case, only to the extent such activity would jeopardize the tax exempt status of the GP Owner) and, if required, the consent of the Lenders:

(a) Effect a sale of all or any portion of the Project, including, without limitation, the Units and any commercial and/or community space;

(b) Effect a financing, refinancing, encumbrance, mortgage, conveyance, pledge, transfer, exchange or other disposition of all or any portion of the Project; provided that the Limited Partner hereby consents to customary easements for utilities and similar requirements incident to and necessary for the construction and operation of the Project, the Loans (but any extension, refinancing, increase, decrease, modification, amendment, of any such Loans (or repayment other than in accordance with its scheduled term of amortization) or consent to any transfer, pledge or conveyance of any Loan by an existing Lender will require the Consent of the Limited Partner);
5.6 Representations, Warranties and Covenants of the General Partner and Special Limited Partner and Environmental Matters

The General Partner and Special Limited Partner hereby represent and warrant to the Limited Partner that the following are true and correct as of the date hereof and will be true and correct for the Term, unless specifically updated in writing and delivered to the Limited Partner, from time to time. The General Partner and the Special Limited Partner do not make any representations or warranties as to the actions or inactions of the other.

(i) The General Partner and the Special Limited Partner have provided the Limited Partner with true and correct copies of all Project Documents, and the Partnership, the General Partner and the Special Limited Partner have no obligations as of the Admission Date and the date of each Capital Installment, to any third parties, except for matters previously disclosed to the Limited Partner in writing which have received the Consent of the Limited Partner.

(r) As of the Admission Date and the date of each Capital Installment, the Partnership owns the Project, the buildings comprising the Project, and each of the Units (and the tangible and intangible personal property thereof), free and clear of any liens, charges, or encumbrances other than the Mortgages, matters set forth in the Title Policy, and mechanics’ or other liens that have been disclosed to the Limited Partner in writing and bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Project, any of the Units, or the Partnership for payment of any debt secured thereby. As of the date hereof, neither the General Partner nor the Special Limited Partner has received notice of any such liens, charges, or encumbrances.
**Encino Pointe**

**Summary:** In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

**THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF ENCINO POINTE, LTD., A TEXAS LIMITED PARTNERSHIP (this "Agreement"), is made and entered into as of May 1, 2009 by and among CAHFC ENCINO POINTE, LLC, a Texas limited liability company ("General Partner"), as General Partner, JAMES E. SHAW, an individual ("Withdrawing Limited Partner"), as Withdrawing Limited Partner, NRP ENCINO POINTE, LLC, a Texas limited liability company ("Class B Limited Partner"), as Class B Limited Partner, BANK OF AMERICA, N.A. ("Limited Partner"), as Limited Partner, and BANC OF AMERICA CDC SPECIAL HOLDING COMPANY, INC., a North Carolina corporation ("Special Limited Partner"), as Special Limited Partner, on the following terms and conditions:**

8.1 Management Vested in General Partner and Class B Limited Partner.

Subject to the limitations expressly provided in this Agreement, General Partner and Class B Limited Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership's purpose. Without limiting the generality of the foregoing:

8.2 Limited Authority of General Partner.

Notwithstanding any other provision of this Agreement, General Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. General Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.2.7 Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;
10.2 Additional Representations and Warranties of General Partner and Class B Limited Partner.

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1 Title. At the Closing Date, and as of the date hereof, the Partnership has a good leasehold interest in the Land and other Partnership Property, and the title insurance policies required under Section 8.11.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership's cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.

14.16 Consents.

Any consent or approval to any act or matter required under this Agreement must be in writing, and will apply only with respect to the particular act or matter to which such consent or approval is given, and will not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.
**Four Seasons at Clear Creek**

**Summary:** In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 6.01 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

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**THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP** (the “Agreement”) is made and entered into as of the 30th day of June, 2010, by and among MERCED-FOUR SEASONS AT CLEAR CREEK, LLC, a Texas limited liability company (the “General Partner”), FIRST STERLING INVESTOR 027 LLC, a New York limited liability company (the “Investment Partnership”), NRP FOUR SEASONS AT CLEAR CREEK, LLC, a Texas limited liability company (the “Class B Limited Partner”), and STERLING CORPORATE SERVICES, INC., a New York corporation (the “Special Limited Partner”). Each capitalized term used herein, if not defined, shall have the meaning specified in Article I of this Agreement.

6.01 **Management of the Partnership.**

(a) Except as otherwise set forth in this Agreement, the General Partner, within the authority granted under this Agreement, shall (i) have full, complete and exclusive discretion to manage and control the business of the Partnership for the purpose herein stated, (ii) make all decisions affecting the business of the Partnership,
Summary: In this transaction, NRP is only the Administrative Limited Partner with very limited rights. Section 7.1 of the LPA provides that the General Partner has the right to management the business of the Partnership.
Harris Ridge

Summary: In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 8.1 of the LPA provides that the General Partner has the right to management the business of the Partnership.

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Agreement”), of HARRIS RIDGE APARTMENTS, LTD., a Texas limited partnership (the “Partnership”), is made and entered into as of November 1, 2017 by and among HARRIS RIDGE APARTMENTS GP, LLC, a Texas limited liability company (“General Partner”), as general partner of the Partnership, NRP HARRIS RIDGE SPE SLP LLC, a Delaware limited liability company (“Class B Limited Partner”), as Class B limited partner of the Partnership, BANK OF AMERICA, N.A. (“Limited Partner”), as investor limited partner of the Partnership, BANC OF AMERICA CDC SPECIAL HOLDING COMPANY, INC., a North Carolina corporation (“Special Limited Partner”), as special limited partner of the Partnership, and AUSTIN AFFORDABLE HOUSING CORPORATION, a Texas nonprofit corporation (“Withdrawing Limited Partner”), as withdrawing limited partner of the Partnership, on the

8.1 Management Vested in General Partner.

Subject to the limitations expressly provided in this Agreement, General Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership’s purpose. Without limiting the generality of the foregoing, but subject to the
Mercantile Apartments

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

This Amended and Restated Agreement of Limited Partnership of Mercantile Apartments Ltd. dated and effective as of the 29th day of September, 2016, is made by and among:

Mercantile Apartments GP LLC,
a Texas limited liability company,
as the General Partner;

NRP Mercantile Apartments SLP LLC,
a Texas limited liability company,
as the Special Limited Partner

and

U.S. Bancorp Community Development Corporation,
a Minnesota corporation,
as the substitute Limited Partner.

Special Limited Partner: NRP Mercantile Apartments SLP LLC, a Texas limited liability company, or such alternate Special Limited Partner as is designated pursuant to the terms of this Agreement.

5.1 Authority of General Partner

(a) Subject to the terms of this Agreement, including, without limitation, Section 5.1(b) below, the General Partner and the Special Limited Partner shall have the right, power, and authority, acting for and on behalf of and in the name of the Partnership, to: (i) execute and deliver on behalf of the Partnership any contract,
5.2 Limitations on the Authority of the General Partner

Notwithstanding any other provision of this Agreement, neither the General Partner nor the Special Limited Partner shall have any authority to perform any act in violation of any applicable law or regulations, the Loan Documents, or the Project Documents; to do any act required to be approved, consented to, voted on, or ratified by the Limited Partner under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; to cause the Partnership to engage in any business other than as set forth in Section 1.6; or do any act that would make it impossible to carry out the business of the Partnership as contemplated herein. The Special Limited Partner shall have no authority to engage in the following activities without the Consent of the Limited Partner and the General Partner (but in the latter case, only to the extent such activity would jeopardize the tax exempt status of the GP Owner) and, if required, the consent of the Lenders:

(a) Effect a sale of all or any portion of the Project (other than personal property), including, without limitation, the Units and any commercial and/or community space, which Consent shall not, after the end of the Compliance Period, be unreasonably withheld, delayed or conditioned;

(v) Make application for, or accept, increases in the principal amount of Loans or otherwise modify, restructure, extend or refinance the Loans, or any other Partnership indebtedness;
5.6 Representations, Warranties and Covenants of the General Partner and Special Limited Partner and Environmental Matters

The General Partner and Special Limited Partner hereby represent and warrant to the Limited Partner that the following are true and correct as of the date hereof and will be true and correct for the Term, unless specifically updated in writing and delivered to the Limited Partner, from time to time, and such representations, warranties and covenants may be relied upon by counsel to the Limited Partner for purposes of any opinion such counsel may give in connection with the Limited Partner’s investment in the Partnership. The General Partner and the Special Limited Partner do not make any representations or warranties as to the actions or inactions of the other.

(i) The General Partner and the Special Limited Partner have provided the Limited Partner with true and correct copies of all Project Documents. The Partnership and the General Partner have no obligations as of the Admission Date and the date of each Capital Installment, to any third parties, except for matters previously disclosed to the Limited Partner in writing which have received the Consent of the Limited Partner.

(j) The Special Limited Partner has no material obligations as of the Admission Date and the date of each Capital Installment, to any third parties, except for matters previously disclosed to the Limited Partner in writing.

(s) As of the Admission Date and the date of each Capital Installment, the Partnership has a leasehold interest in the Project land and an ownership interest in the buildings comprising the Project, and each of the Units (and the tangible and intangible personal property thereof), free and clear of any liens, charges, or encumbrances other than the Mortgages, matters set forth in the Title Policy, and mechanics’ or other liens that have been disclosed to the Limited Partner in writing and bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Project, any of the Units, or the Partnership for payment of any debt secured thereby. As of the date hereof, neither the General Partner nor the Special Limited Partner has received notice of any such liens, charges, or encumbrances.
Palo Alto Apartments

Summary: In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 8.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Agreement”), of PALO ALTO APARTMENTS, LTD., a Texas limited partnership (the “Partnership”), is made and entered into as of July 1, 2015 by and among PALO ALTO APARTMENTS GP LLC, a Texas limited liability company (“General Partner”), as general partner of the Partnership, NRP PALO ALTO APARTMENTS SLP LLC, a Texas limited liability company (“Class B Limited Partner”), as Class B limited partner of the Partnership, BANK OF AMERICA, N.A. (“Limited Partner”), as investor limited partner of the Partnership.

8.1 Management Vested in General Partner.

Subject to the limitations expressly provided in this Agreement, General Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership’s purpose. Without limiting the generality of the foregoing, but subject to the
**Race Street Lofts**

**Summary:** In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

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THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF RACE STREET LOFTS, LTD., A TEXAS LIMITED PARTNERSHIP (this “Agreement”), is made and entered into as of June 28, 2011 by and among RACE STREET LOFTS GP, LLC, a Texas limited liability company (“General Partner”), as General Partner, THE NRP GROUP LLC, an Ohio limited liability company (“Withdrawing Limited Partner”), as Withdrawing Limited Partner, NRP RACE STREET LLC, a Texas limited liability company (“Class B Limited Partner”), as Class B Limited Partner, BANK OF AMERICA, N.A.

8.1. Management Vested in General Partner and Class B Limited Partner.

Subject to the limitations expressly provided in this Agreement, General Partner and Class B Limited Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership’s purpose. Without limiting the generality of the

8.3. Limited Authority of General Partner.

Notwithstanding any other provision of this Agreement, General Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. General Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner and Class B Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.3.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any

8.4. Limited Authority of Class B Limited Partner.

Notwithstanding any other provision of this Agreement, Class B Limited Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. Class B Limited Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld,

8.4.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any
10.2. Additional Representations and Warranties of General Partner and Class B Limited Partner.

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1. Title. At the Closing Date, and as of the date hereof, the Partnership has a good leasehold interest in the Land and other Partnership Property, and the title insurance policies required under Section 8.12.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership’s cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.
Summary: In this transaction, NRP is only the Class B Special Limited Partner with very limited rights. Section 5.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

This Amended and Restated Agreement of Limited Partnership of San Juan III, Ltd., dated and effective as of the 12th day of April, 2013 is made by and among:

SAHA San Juan III, LLC,
a Texas limited liability company,
as the General Partner,

NRP San Juan III, LLC,
a Texas limited liability company,
as the Class B Special Limited Partner,

Las Varas Public Facility Corporation,
a Texas public facility corporation,
as the Withdrawing Limited Partner

and

U.S. Bancorp Community Development Corporation,
a Minnesota corporation,
as the substitute Limited Partner.

5.1 Authority of General Partner

(a) Subject to the terms of this Agreement, the General Partner shall have the right, power, and authority, acting for and on behalf of and in the name of the Partnership, to: (i) execute and deliver on behalf of the Partnership any contract,

(b) Except for items for which Consent of the Limited Partner is required, all decisions made for and on behalf of the Partnership by the General Partner shall be binding upon the Partnership. Except as expressly otherwise set forth in this Agreement, the General Partner (acting for and on behalf of and in the name of the Partnership), in extension and not in limitation of the rights and powers given it by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority, in the management of the Partnership’s day-to-day business, to do any and all acts and things necessary, proper, ordinary, customary or advisable to effectuate the purposes of the Partnership. In so doing, the General Partner shall take all
**San Juan Square**

**Summary:** In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 6.3 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP dated as of December 8, 2006, among SAHA SAN JUAN SQUARE, LLC, a Texas limited liability company, as General Partner; MMA SPECIAL LIMITED PARTNER, INC., a Florida corporation (“SLP”), as Special Limited Partner; MMA SAN JUAN, LLC, a Delaware limited liability company, as Investor Limited Partner; and NRP SAN JUAN SQUARE, LLC, an Ohio limited liability company (“NRP”), as Class B Limited Partner.

Section 6.3 **Business Management and Control; Designation of Managing General Partner; Certain Rights of the Special Limited Partner**

A. 1. The General Partner shall have the exclusive right to manage the business of the Partnership in accordance with this Agreement. No Limited Partner shall have any authority or right to act for or bind the Partnership.
San Juan Square II

Summary: In this transaction, NRP is only the Special Interest Limited Partner with very limited rights. Section 8.01 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is made and entered into as of November 26, 2008, by and among SAHA San Juan Square II, LLC, a Texas limited liability company (the "General Partner"); NRP San Juan Square II, LLC, an Ohio limited liability company (the "Special Interest Limited Partner"); San Antonio Housing Facility Corporation, a Texas public facility corporation, the withdrawing limited partner (the "Withdrawing Limited Partner"); Red Stone-Fund 4 Limited Partnership, a Delaware limited partnership (the "Limited Partner"); and Red Stone Equity Manager, LLC, a Delaware limited liability company (the "Special Limited Partner").

8.01 Management of the Partnership.

(a) Except as otherwise set forth in this Agreement, the General Partner, within the authority granted to it under this Agreement, shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes stated in Article 3, shall make all decisions affecting the business of the Partnership and shall manage and control the affairs of the Partnership to the best of its ability and use its best efforts to carry
Sienna Pointe

Summary: In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.
10.2 Additional Representations and Warranties of General Partner and Class B Limited Partner

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1 Title. At the Closing Date, and as of the date hereof, the Partnership has a good leasehold interest in the Land and other Partnership Property, and the title insurance policies required under Section 8.12.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership’s cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project as contemplated by this Agreement. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.
The Mirabella

Summary: In this transaction, NRP is only the Special Limited Partner with very limited rights. Section 6.4 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

General Partners

SAHA The Mirabella LLC
c/o Las Varas Public Facility Corporation
818 South Flores
San Antonio, TX 78204

NRP Special Limited Partner

NRP The Mirabella LLC
c/o The NRP Group LLC
5151 East Broadway Boulevard, Suite 530
Tucson, Arizona 85711

BCP Special Limited Partner

BCCC, Inc.
c/o Boston Capital Partners, Inc.
One Boston Place
Boston, Massachusetts 02108

Investment Limited Partner

Boston Capital Corporate Tax Credit Fund XXXIII,
A Limited Partnership
c/o Boston Capital Partners, Inc.
One Boston Place
Boston, Massachusetts 02108

6.4 Business Management and Control; Tax Matters Partner

(a) Subject to the provisions of this Agreement including without limitation Section 6.16, the General Partners shall have the exclusive right to control the business of the Partnership. No Limited Partner shall have any right to take part in the management or control of the business of the Partnership or to transact any business in the name of the Partnership. No provision of this Agreement which makes the
The Terrace at Walnut Creek

Summary: In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 8.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Agreement”), of THE TERRACE AT WALNUT CREEK, LTD., a Texas limited partnership (the “Partnership”), is made and entered into as of March 1, 2016 by and among TCHFC WALNUT CREEK GP, LLC, a Texas limited liability company (“General Partner”), as general partner of the Partnership, NRP THE TERRACE AT WALNUT CREEK SLP LLC, a Texas limited liability company (“Class B Limited Partner”), as Class B limited partner of the Partnership, BANK OF AMERICA, N.A. (“Limited Partner”), as investor limited partner

8.1 Management Vested in General Partner.

Subject to the limitations expressly provided in this Agreement, General Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership’s purpose. Without limiting the generality of the foregoing, but subject to the
Tuscany Park at Arcola

Summary: In this transaction, NRP is only the Class B Limited Partner with very limited rights. Section 5.1 of the LPA provides that the General Partner has exclusive management and control of the Partnership.

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

OF

ARCOLA TP PARTNERS, LTD.,
a Texas limited partnership

By and Among

ARCOLA GENERAL 96, LLC,
a Texas limited liability company

as the General Partners

and

NRP ARCOLA TP SLP LLC,
a Texas limited liability company

as the Class B Limited Partner,
Preexisting Special Limited Partner and
Preexisting Limited Partner

and

ALLIANT ALP 77, LLC,
a Florida limited liability company,
as the Administrative Limited Partner

and

ALLIANT TAX CREDIT FUND 77, LTD.,
a Florida limited partnership,
as the Investor Limited Partner

Dated as of August 1, 2017

Section 5.1 Exercise of Management.

A. The overall management and control of the business, assets and affairs of the Partnership shall be vested in the General Partners and, subject to the specific limitations and restrictions set forth in this Article 5, the General Partners, in extension of and not in limitation of the powers given them by law, shall have full, exclusive and complete charge of the management of the business of the Partnership in accordance with its purpose stated in Section 2.5 hereof, except as otherwise set forth in this Agreement. The General Partners shall be under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike and lawful manner and shall devote such part of their time to the affairs of the Partnership as shall be necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Agreement. The General Partners shall use best efforts and exercise good faith in all activities related to the business of the Partnership.
**Woodmont Apartments**

**Summary:** In this transaction, the investor limited partner has consent rights over any conveyance or additional encumbrances of the project. Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Partnership to enter into same.

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**THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF WOODMONT APARTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP (this "Agreement"), is made and entered into as of July 1, 2009 by and among NRP WOODMONT APARTMENTS, LLC, a Texas limited liability company ("General Partner"); RAMÓN GAJARDO, an individual residing in Texas ("Withdrawing Limited Partner"); NRP WOODMONT LP, LLC, a Texas limited liability company ("Class B Limited Partner"); BANK OF

8.1 *Management Vested in General Partner and Class B Limited Partner.*

Subject to the limitations expressly provided in this Agreement, General Partner and Class B Limited Partner will have full, exclusive and complete charge of the management and control of the affairs of the Partnership and will have all the rights, powers and authority consistent with accomplishing the Partnership's purpose. Without limiting the generality of the

8.2 *Limited Authority of General Partner.*

Notwithstanding any other provision of this Agreement, General Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. General Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.2.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any

8.3 *Limited Authority of Class B Limited Partner.*

Notwithstanding any other provision of this Agreement, Class B Limited Partner will not have any authority to, and will not, perform any act in violation of any applicable law or regulation, the Project Documents, or any agreement between the Partnership and any Governmental Authority or any Lender. Class B Limited Partner will not enter into, nor approve, any transaction on behalf of the Partnership which is not consistent with, and reasonably related to the achievement of, the purposes of the Partnership or any of the following actions without the prior written consent of Limited Partner, which such consent shall not be unreasonably withheld, conditioned, or delayed:

8.3.7. Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any
10.2 Additional Representations and Warranties of General Partner and Class B Limited Partner.

In addition to the representations and warranties made by General Partner and Class B Limited Partner in Section 10.1, each of General Partner and Class B Limited Partner hereby additionally represents, warrants and covenants to and with the Partnership and Limited Partner that as of the date of this Agreement and on each date on which Limited Partner makes a Capital Contribution:

10.2.1. Title. At the Closing Date, and as of the date hereof, the Partnership has a good leasehold interest in the Land and other Partnership Property, and the title insurance policies required under Section 8.11.1, were issued on or before the Closing Date and will remain in full force and effect (at the Partnership's cost and expense), free and clear of any liens, charges or encumbrances other than the Permitted Encumbrances. None of the Permitted Encumbrances will have a material adverse effect on the construction, development, or operation of the Project. All real estate taxes, and to the extent applicable, all assessments, water and sewer charges and other municipal charges with respect to the Land to the extent due and owing, have been paid in full.

14.16 Consents.

Any consent or approval to any act or matter required under this Agreement must be in writing, and will apply only with respect to the particular act or matter to which such consent or approval is given, and will not relieve any Partner from the obligation to obtain the consent or approval, as applicable, wherever required under this Agreement to any other act or matter.
DEBT ANALYSIS
Acme Road Apartments

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Fee and Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filling (this “Security Instrument”) is made as of November 1, 2016 by ACME APARTMENTS LTD., a Texas limited partnership (“Lessee Grantor”) whose address is c/o San Antonio Housing Trust Public Facility Corporation, 2515 Blanco Road, San Antonio, Texas 78212, and the SAN ANTONIO HOUSING TRUST PUBLIC FACILITY CORPORATION, a Texas Public Facility corporation with an address of 2515 Blanco Road, San Antonio, Texas 78212 (“Fee Grantor”; sometimes the Lessee Grantor and Fee Grantor are collectively referred to as the “Grantor”) in favor of J. CULLEN ADERHOLD (“Trustee”) whose address for the purpose hereof is 2501 N, Harwood, Suite 1800, Dallas, Texas 75201; for the benefit of KEYBANK NATIONAL ASSOCIATION, its successors and assigns (“Beneficiary”) whose address is 4910 Tiedeman Road, Mailcode OH-01-51-0311, Brooklyn, Ohio 44144, Attention: Community Development Lending.

17.2. Prohibition of Assignments and Transfers by Borrower.

Borrower shall not assign or attempt to assign its rights under this Agreement and any purported assignment shall be void. Without the prior written consent of Lender, in Lender’s sole discretion, Borrower shall not suffer or permit (i) any change in the management (whether direct or indirect) of the Project, or (ii) except as permitted under the Loan Documents, the sale, transfer, lease (other than tenant leases in the form approved by Lender), conveyance, alienation, pledge, assignment, encumbrance, hypothecation or other disposition (a “Transfer”) of (1) all or any portion of the Project or any portion of any other security for the Loan other than as necessary to obtain a utility easement or service lines with the approval of Lender, (2) all or any portion of the Borrower’s right, title and interest in and to the Project or any portion of any other security for the Loan, or (3) any interest in Borrower or any interest in any entity which holds an interest in, or directly or indirectly controls, Borrower; provided that transfers of the General Partner interests in the Borrower pursuant to the terms of the Partnership Agreement shall be permitted provided that Lender receives prior written notice of such transfer and the replacement general partner is reasonably acceptable to Lender. Notwithstanding the foregoing, Lender’s consent shall not be required for the transfer of interests in the Limited Partner so long as an Affiliate of Limited Partner remains the manager of Limited Partner, the transfer of limited partnership interests in Borrower to an entity related to the Limited Partner, provided such replacement limited partner has substantially the same ability as the Limited Partner to perform its obligations pursuant to the Partnership Agreement and Lender receives prior written notice of such transfer or the removal and replacement of the General Partner and/or the Class B Special Limited Partner (as defined in the Partnership Agreement) pursuant to the terms of the Partnership Agreement and Lender receives prior written notice of the same. Furthermore, any transfers to an Affiliate of Borrower which has been pre-approved by Lender agreement shall be permitted.
TH I S C ONTINUING C O V E NANT C O N T I N U I N G C O V E N A N T ("Continuing Covenant Agreement") is dated as of [CONVERSION DATE] and is made by and between ACME APARTMENTS, LTD., a Texas limited partnership ("Borrower"), and KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Funding Lender under the Funding Loan Agreement referenced below (together with its successors and assigns in such capacity, "Funding Lender").

"Improvements" means the buildings, structures and improvements now constructed or placed upon the Land, including any future alterations, replacements and additions.

"Lien" means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

"Mortgaged Property" means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) The Land, or, if Borrower’s interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.

(ii) The Improvements.

"Transfer" means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower, a Designated Entity for Transfers, or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.

For purposes of defining the term "Transfer," the term "partnership" means a general partnership, a limited partnership, a joint venture, a limited liability partnership or a limited liability limited partnership and the term "partner" means a general partner, a limited partner or a joint venturer.
7.02 Prohibited Transfers. The occurrence of any of the following Transfers will constitute an Event of Default under this Continuing Covenant Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or any other Lien to which Funding Lender has consented.

7.03 Conditionally Permitted Transfers. The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.

(b) Easement, Restrictive Covenant or Other Encumbrance. The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Funding Lender with at least 30 days prior Notice of the proposed grant and pays the Transfer Review Fee to Funding Lender.

(ii) Prior to the grant, Funding Lender determines, in Funding Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Funding Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Funding Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Funding Lender in connection with reviewing Borrower’s request for Funding Lender’s review of such grant of easement, restrictive covenant or other encumbrance; provided, however, that Funding Lender will not be entitled to collect a Transfer Fee.
Alhambra

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Instrument") is dated as of the 29th day of August, 2009, by THE ALHAMBRA APARTMENTS, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 818 South Flores Street, San Antonio, Texas 78204, as trustee ("Borrower"), to Matt Profitt, as trustee ("Trustee"), for the benefit of OAK GROVE COMMERCIAL MORTGAGE, LLC, a limited liability company organized and existing under the laws of Delaware, whose address and principal place of business is at 2177 Youngman Avenue, Suite 100, St. Paul, Minnesota 55116, as beneficiary ("Lender"). SAN ANTONIO HOUSING FACILITY CORPORATION, a Texas public facility corporation ("Ground Lessor"), as owner of fee title to the Land, hereby joins this Instrument as an additional grantor for purposes of encumbering the fee interest in the Land as set forth in Joinder of Ground Lessor attached hereto and made a part hereof.

16. LIENS; ENCUMBRANCES.

Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default.
21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

1. a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

2. a Transfer of a Controlling Interest in Borrower;

3. a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Borrower;

4. a Transfer of all or any part of Key Principal's ownership interests (other than limited partnership interests) in Borrower, or in any other entity which owns, directly or indirectly through one or more intermediate entities, an ownership interest in Borrower;

5. if Key Principal is an entity, (A) a Transfer of a Controlling Interest in Key Principal, or (B) a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Key Principal;

6. if Borrower or Key Principal is a trust, the termination or revocation of such trust; and

7. a conversion of Borrower from one type of legal entity into another type of legal entity, whether or not there is a Transfer.

41. NO CHANGE IN FACTS OR CIRCUMSTANCES.

All information in the application for the loan submitted to Lender (the "Loan Application") and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.
Angle Apartments (The Landings at Marine Creek)

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, With Joinder of Fee Owner is dated as of February 1, 2014 (hereinafter called this “Deed of Trust”) and executed by DECATUR-ANGLE LTD., a Texas limited partnership (the “Grantor”), the mailing address of the Grantor being set forth on the execution page hereof, to: WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, 15950 North Dallas Parkway, Suite 550, Dallas, Texas 75248, as Trustee, and also to any substitute or successor Trustee as hereinafter provided (all of whom shall be included within the term “Trustee” as used hereinafter); for the use and benefit of TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (the “Issuer”) and its successors and assigns as the owner and holder of a senior lien promissory note (the “Note”) of even date herewith (who shall be included within the term “Beneficiary”, “assignee” and “Secured Party” as used hereinafter), in the stated original aggregate principal amount of $23,000,000 executed by the Grantor and payable to Issuer, which Note together with the liens securing the same are being assigned and transferred by assignment of even date herewith to WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee (in such capacity, the “Indenture Trustee”) under an Indenture of Trust dated as of February 1, 2014 (the “Indenture”) between the Issuer and the Indenture Trustee, whose mailing address is 15950 North Dallas Parkway, Suite 550, Dallas, Texas 75248, and any successor trustee appointed pursuant to the Indenture.

SECTION 6.3 Debtors’ Warranties and Representations. Debtors warrant and represent to Secured Party that, except for the security interest granted hereby in the Collateral, Debtors are the owners and holders of the Collateral, free of any adverse claim, security interest or encumbrance (other than as disclosed in Exhibit B hereto), and Debtors agree to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtors further warrant and represent with respect to the Collateral that they have not heretofore signed any financing statement and that no financing statements signed by Debtors are now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.
SECTION 7.4 Compliance with Laws. The Grantor will perform and comply promptly with, and cause the Project to be maintained, used, and operated in accordance with, any and all (i) present laws, ordinances, rules, regulations, and requirements (as each of the same may be amended from time to time) of every duly-constituted governmental or quasi-governmental authority or agency applicable to the Grantor or the Project, including, without limitation, the Americans with Disabilities Act of 1990 and the Fair Housing Act; (ii) similarly applicable orders, rules, and regulations of any regulatory, licensing, accrediting, insurance underwriting, or rating organization, or other body exercising similar functions; (iii) similarly applicable duties or obligations of any kind imposed under any Permitted Encumbrance or otherwise by law, covenant, condition, agreement, or easement, public or private; and (iv) policies of insurance at any time in force with respect to the Project. If the Grantor receives any notice that the Grantor or the Project is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, the Grantor will promptly furnish a copy of such notice to the Beneficiary.

(a) Zoning; Title Matters. The Grantor warrants that the Project is currently zoned such that the Grantor may lawfully operate a multifamily facility thereon. The Grantor also warrants that it will not, without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed, (i) initiate or support any zoning reclassification of the Mortgaged Properties, the Project, or the Improvements, seek any variance under existing zoning ordinances applicable to the Mortgaged Properties, the Project or the Improvements, or use or permit the use of the Mortgaged Properties, the Project, and Improvements in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances; (ii) modify, amend, or supplement any of the Permitted Encumbrances except utility distribution easements across the Land which will permit utility service to the Project, (iii) impose any restrictive covenants or encumbrances (other than the Permitted Encumbrances) upon the Mortgaged Properties, execute or file any subdivision plat affecting the Mortgaged Properties, or the Improvements, or consent to the annexation of the Mortgaged Properties, or the Improvements to any municipality except utility distribution easements across the Land which will permit utility service to the Project; or (iv) permit or suffer the Mortgaged Properties, and the Improvements to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

(d) Lien Priority. The Grantor covenants and agrees that, should it be discovered after the execution and delivery hereof, that there is a lien or encumbrance of any nature whatsoever (other than Permitted Encumbrances or described herein) upon the Mortgaged Properties or any part thereof, equal or superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein, or the execution or acknowledgment hereof, the Grantor shall immediately give written notice, together with a copy of such lien or encumbrance, to the Beneficiary and shall immediately thereafter, but in no event later than thirty (30) days of discovery of such lien or encumbrance, correct such defects in such title, or remove said liens or encumbrances or homestead claim, or correct such error or defect in this Deed of Trust or its execution or any acknowledgment hereof and provide evidence thereof to the Beneficiary.

(h) No Pledges or Mortgages. The Grantor covenants and agrees that the Beneficiary may treat any mortgage, pledge, hypothecation, or encumbrance of the Mortgaged Properties or any interest therein other than the Permitted Encumbrances (collectively referred to as the "Pledge"), whether or not such Pledge is expressly subordinate to the lien of this Deed of Trust, as an Event of Default and thereupon may invoke any remedies permitted by this Deed of Trust.

Permitted Encumbrances

All encumbrances shown on Schedule B of the T-2 Loan Policy, File No. 11209557, issued by Stewart Title Guaranty Company to Wilmington Trust, National Association, as Trustee on behalf of America First Multifamily Investors, L.P.
Balcones Lofts

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “Security Instrument”) dated as of January 31, 2017, is executed by BALCONES LOFTS LTD., a limited partnership organized and existing under the laws of the State of Texas, as grantor (“Borrower”), to DAVID B. JURAN, as trustee (“Trustee”), for the benefit of DOUGHERTY MORTGAGE LLC, a limited liability company organized and existing under the laws of the State of Delaware, as beneficiary (“Lender”).

“Lien” means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax lien, any materialman’s or mechanic’s lien, or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

“Permitted Encumbrance” means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.
This MULTIFAMILY LOAN AND SECURITY AGREEMENT (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement") is made as of the Effective Date (as hereinafter defined) by and between BALCONES LOFTS LTD., a Texas limited partnership ("Borrower"), and DOUGHERTY MORTGAGE LLC, a Delaware limited liability company ("Lender").

Section 11.02 Covenants.

(a) Liens; Encumbrances.

Borrower shall not permit the grant, creation, or existence of any Lien, whether voluntary, involuntary, or by operation of law, on all or any portion of the Mortgaged Property (including any voluntary, elective, or non-compulsory tax lien or assessment pursuant to a voluntary, elective, or non-compulsory special tax district or similar regime) other than:

1. Permitted Encumbrances;
2. the creation of:
   A. any tax lien, municipal lien, utility lien, mechanics' lien, materialmen's lien, or judgment lien against the Mortgaged Property if bonded off, released of record, or otherwise remedied to Lender's satisfaction within sixty (60) days after the earlier of the date Borrower has actual notice or constructive notice of the existence of such lien; or
   B. any mechanics' or materialmen's liens which attach automatically under the laws of any Governmental Authority upon the commencement of any work upon, or delivery of any materials to, the Mortgaged Property and for which Borrower is not delinquent in the payment for any such work or materials; and
3. the lien created by the Loan Documents.

(b) Transfers.

1. Mortgaged Property.

Borrower shall not Transfer, or cause or permit a Transfer of, all or any part of the Mortgaged Property (including any interest in the Mortgaged Property) other than:

A. a Transfer to which Lender has consented in writing;
B. Leases permitted pursuant to the Loan Documents;
C. [reserved];
D. a Transfer of obsolete or worn out Personalty or Fixtures that are contemporaneously replaced by items of equal or better function and quality which are free of Liens (other than those created by the Loan Documents);
E. the grant of an easement, servitude, or restrictive covenant to which Lender has consented, and Borrower has paid to Lender, upon demand, all costs and expenses incurred by Lender in connection with reviewing Borrower's request;
F. a lien permitted pursuant to Section 11.02(a) of this Loan Agreement; or
G. the conveyance of the Mortgaged Property following a Foreclosure Event.
"Permitted Encumbrance" has the meaning set forth in the Security Instrument.

"Security Instrument" means that certain multifamily mortgage, deed to secure debt or deed of trust executed and delivered by Borrower as security for the Mortgage Loan and encumbering the Mortgaged Property, including all riders or schedules attached thereto, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Transfer" means:

(a) a sale, assignment, transfer or other disposition (whether voluntary, involuntary, or by operation of law), other than Residential Leases, Material Commercial Leases or non-Material Commercial Leases permitted by this Loan Agreement;

(b) a granting, pledging, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary, or by operation of law);

(c) an issuance or other creation of a direct or indirect ownership interest;

(d) a withdrawal, retirement, removal or involuntary resignation of any owner or manager of a legal entity; or

(e) a merger, consolidation, dissolution or liquidation of a legal entity.
Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING WITH JOINER OF FEE OWNER (this "Leasehold Deed of Trust") is made to be effective as of the 1st day of November, 2016, by THE BROADMOOR AT WESTERN HILLS LTD., a limited partnership organized and existing under the laws of the State of Texas (herein referred to as "Grantor"), whose address is c/o Fort Worth Housing Finance Corporation, 1000 Throckmorton Street, Ft. Worth, Texas 76102, to PRLAP, INC., a Texas corporation ("Trustee"), whose address is 601 Main Street, Dallas, Texas 75202-3714, for the benefit of BANK OF AMERICA, N.A., a national banking association ("Bank"), whose address is 730 15th Street, NW, 3rd Floor, Mail Code DC1-701-03-14, Washington, D.C. 20005 and any other Beneficiary (defined below).

"Encumbrance" means (as evidenced by written instrument recorded in the Real Property Records of Tarrant County, Texas) any Lien, easement, right of way, roadway (public or private), condition, covenant or restriction (including any covenant or restriction imposed in connection with any condominium development or cooperative housing development), Lease or other written matter of any nature that would affect title to the Property.

"Permitted Encumbrances" means (a) the Senior Deed of Trust, (b) the LURA, (c) the Ground Lease and the Memorandum of Ground Lease, (d) the Liens and interests of this Leasehold Deed of Trust, (e) any other Encumbrance or easements given in the ordinary course of business that Beneficiary shall expressly approve in its reasonable discretion, as evidenced by a "marked-up" commitment for title insurance initiated on behalf of Beneficiary or pro forma policy or other approval from Bank in writing, (f) any utility or service easement and agreement as are customary for projects of like kind to the project encumbered by this Leasehold Deed of Trust, (g) the deed of trust securing the Subordinate HOME Loan, (h) the Delivery Assurance Deed of Trust; and (i) any other matters set forth in any policy of title insurance issued to Beneficiary and Insuring Beneficiary's interest in the Property which are acceptable to Beneficiary as of its effective date.

Section 3.1 Title to Real Property.

Grantor warrants that (a) it has good, insurable and indefeasible leasehold title to the Land pursuant to the Ground Lease subject, however, to the Permitted Encumbrances, and has good, insurable and indefeasible fee title to the Improvements and all other all buildings, structures and other improvements now existing, erected or placed on the Land and, subject to the terms of the Ground Lease, will have good, marketable, insurable and indefeasible fee title to all other all buildings, structures and other improvements hereafter existing, erected or placed on the Land; (b) to its knowledge, Fee Owner has good, insurable and indefeasible fee title to the Land, subject, however, to Permitted Encumbrances; (c) the leasehold interest in the Land is free and clear of all Liens and Encumbrances whatsoever except for the Permitted Encumbrances and, to its knowledge, fee interest in the Land is free and clear of all Liens and Encumbrances whatsoever except for the Permitted Encumbrances; (d) it has not heretofore assigned the Rents other than under the Senior Loan Documents and the Subordinate Loan Documents; (e) it will maintain and preserve the Lien of this Leasehold Deed of Trust until the indebtedness has been paid in full and all other Obligations owing to Beneficiary by Grantor in connection with the Loan have been satisfied; (f) other than as may be prohibited under the terms of the Senior Loan Documents, it has good right and lawful authority to grant, bargain, sell and convey the Leasehold Estate, with power of sale and right of entry and possession, all estate, right, title and interest that Grantor now has or may later acquire in and to the Leasehold Estate, as provided in and by this Leasehold Deed of Trust; and (g) except for the Permitted Encumbrances, it will warrant and defend the same against any and all claims and demands whatsoever. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.
Section 5.1 Encumbrances

Except for such utility and service easements and agreements as are customary for projects of like kind, Grantor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after Grantor received notice of any mechanic’s lien or other Lien or Encumbrance against the Property, Grantor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Beneficiary's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Beneficiary in its sole and absolute discretion, Grantor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Grantor does so diligently and without prejudice to Beneficiary or delay in completing construction of the Improvements. Grantor shall give Beneficiary Notice of its receipt or knowledge of notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property

Except for Transfers as a result of eminent domain or in order to obtain utility easements including service lines and the Permitted Encumbrances, Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Leasehold Deed of Trust) or that certain Right of First Refusal Agreement of even date herewith in favor of the Fort Worth Housing Finance Corporation (the “ROFO”), which ROFO is subordinate to the lien of this Leasehold Deed of Trust.

THIS CONTINUING COVENANT AGREEMENT ("Continuing Covenant Agreement") is dated as of [CONVERSION DATE] and is made by and between THE BROADMOOR AT WESTERN HILLS LTD., a Texas limited partnership ("Borrower"), and JONES LANG LASALLE MULTIFAMILY, LLC, a Delaware limited liability company, in its capacity as Funding Lender under the Funding Loan Agreement referenced below (together with its successors and assigns in such capacity, "Funding Lender").

“Improvements” means the buildings, structures and improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.

“Lien” means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

“Mortgaged Property” means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) The Land, or, if Borrower’s interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.

(ii) The Improvements.
"Transfer" means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower, a Designated Entity for Transfers, or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.

For purposes of defining the term “Transfer,” the term “partnership” means a general partnership, a limited partnership, a joint venture, a limited liability partnership or a limited liability limited partnership and the term “partner” means a general partner, a limited partner or a joint venturer.

7.02 Prohibited Transfers. The occurrence of any of the following Transfers will constitute an Event of Default under this Continuing Covenant Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or any other Lien to which Funding Lender has consented.

7.03 Conditionally Permitted Transfers. The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.
(b) Easement, Restrictive Covenant or Other Encumbrance. The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Funding Lender with at least 30 days prior Notice of the proposed grant and pays the Transfer Review Fee to Funding Lender.

(ii) Prior to the grant, Funding Lender determines, in Funding Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Funding Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Funding Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Funding Lender in connection with reviewing Borrower’s request for Funding Lender’s review of such grant of easement, restrictive covenant or other encumbrance; provided, however, that Funding Lender will not be entitled to collect a Transfer Fee.
Bruton Apartments (Sterlingshire)

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, With Joinder of Fee Owner is dated as of August 1, 2014 (hereinafter called this “Deed of Trust”) and executed by BRUTON APARTMENTS, LTD., a Texas limited partnership (the “Grantor”), the mailing address of the Grantor being set forth on the execution page hereof, to: WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, 15950 North Dallas Parkway, Suite 550, Dallas, Texas 75248, as Trustee, and also to any substitute or successor Trustee as hereinafter provided (all of whom shall be included within the term “Trustee” as used hereinafter); for the use and benefit of the CITY OF DALLAS HOUSING FINANCE CORPORATION, a Texas housing finance corporation (the “Issuer”) and its successors and assigns as the owner and holder of a senior lien promissory note (the “Note”) of even date herewith (who shall be included within the term “Beneficiary”, “assignee” and “Secured Party” as used hereinafter), in the stated original aggregate principal amount of $18,145,000 executed by the Grantor and payable to Issuer, which Note together with the liens securing the same are being assigned and transferred by assignment of even date herewith to WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee (in such capacity, the “Indenture Trustee”) under an Indenture of Trust dated as of August 1, 2014 (the “Indenture”) between the Issuer and the Indenture Trustee, whose mailing address is 15950 North Dallas Parkway, Suite 550, Dallas, Texas 75248, and any successor trustee appointed pursuant to the Indenture.

“Encumbrance” means any deed of trust, mortgage, pledge, lien, security interest, charge or other encumbrance, including but not limited to any covenant or agreement restricting, regulating or otherwise affecting the use of the Land or the Mortgaged Properties.

SECTION 6.3. Debtors’ Warranties and Representations. Debtors warrant and represent to Secured Party that, except for the security interest granted hereby in the Collateral, Debtors are the owners and holders of the Collateral, free of any adverse claim, security interest or encumbrance (other than as disclosed in Exhibit B hereto), and Debtors agree to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtors further warrant and represent with respect to the Collateral that they have not heretofore signed any financing statement and that no financing statements signed by Debtors are now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.
SECTION 7.4. Compliance with Laws. The Grantor will perform and comply promptly with, and cause the Project to be maintained, used, and operated in accordance with, any and all (i) present laws, ordinances, rules, regulations, and requirements (as each of the same may be amended from time to time) of every duly-constituted governmental or quasi-governmental authority or agency applicable to the Grantor or the Project, including, without limitation, the Americans with Disabilities Act of 1990 and the Fair Housing Act; (ii) similarly applicable orders, rules, and regulations of any regulatory, licensing, accrediting, insurance underwriting, or rating organization, or other body exercising similar functions; (iii) similar applicable duties or obligations of any kind imposed under any Permitted Encumbrance or otherwise by law, covenant, condition, agreement, or easement, public or private; and (iv) policies of insurance at any time in force with respect to the Project. If the Grantor receives any notice that the Grantor or the Project is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, the Grantor will promptly furnish a copy of such notice to the Beneficiary.

(a) Zoning, Title Matters. The Grantor warrants that the Project is currently zoned such that the Grantor may lawfully operate a multifamily facility thereon. The Grantor also warrants that it will not, without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed, (i) initiate or support any zoning reclassification of the Mortgaged Properties, the Project, or the Improvements, seek any variance under existing zoning ordinances applicable to the Mortgaged Properties, the Project or the Improvements, or use or permit the use of the Mortgaged Properties, the Project, and Improvements in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances; (ii) modify, amend, or supplement any of the Permitted Encumbrances except utility distribution easements across the Land which will permit utility service to the Project; (iii) impose any restrictive covenants or encumbrances (other than the Permitted Encumbrances) upon the Mortgaged Properties, execute or file any subdivision plat affecting the Mortgaged Properties, the Project, or the Improvements, or consent to the annexation of the Mortgaged Properties, or the Improvements to any municipality except utility distribution easements across the Land which will permit utility service to the Project; or (iv) permit or suffer the Mortgaged Properties, and the Improvements to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

(d) Lien Priority. The Grantor covenants and agrees that, should it be discovered after the execution and delivery hereof, that there is a lien or encumbrance of any nature whatsoever (other than Permitted Encumbrances or described herein) upon the Mortgaged Properties or any part thereof, equal or superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein, or the execution or acknowledgment hereof, the Grantor shall immediately give written notice, together with a copy of such lien or encumbrance, to the Beneficiary and shall immediately thereafter, but in no event later than thirty (30) days of discovery of such lien or encumbrance, correct such defects in such title, or remove said liens or encumbrances or homestead claim, or correct such error or defect in this Deed of Trust or its execution or any acknowledgment hereof and provide evidence thereof to the Beneficiary.
(h) **No Pledges or Mortgages.** The Grantor covenants and agrees that the Beneficiary may treat any mortgage, pledge, hypothecation, or encumbrance of the Mortgaged Properties or any interest therein other than the Permitted Encumbrances (collectively referred to as the "Pledge"), whether or not such Pledge is expressly subordinate to the lien of this Deed of Trust, as an Event of Default and thereupon may invoke any remedies permitted by this Deed of Trust.

**EXHIBIT "B"**

**Permitted Encumbrances**

All encumbrances shown on Schedule B of the T-2 Loan Policy, File No. 11112048C, issued by Stewart Title Guaranty Company to Wilmington Trust, National Association, as Trustee on behalf of America First Multifamily Investors, L.P.
Costa Almadena

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.
Section 5.17. Negative Covenants of the Borrower. The Borrower covenants and agrees that, so long as the Loan is outstanding:

(a) Restrictions on Easements and Covenants. Except for Permitted Encumbrances, the Borrower will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Project or the use and occupancy of the Project or any part thereof without obtaining the prior written consent of the Majority Owner, which such consent shall not be unreasonably withheld.

(d) Restrictions on Liens. Without obtaining the prior written consent, which such consent shall not be unreasonably withheld, of the Majority Owner, the Borrower will not (i) create or incur or suffer to be created or incurred or to exist any lien, encumbrance, mortgage, deed of trust, pledge, charge, restriction or other security interest of any kind upon any of its property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom; (ii) transfer any of its property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors; (iii) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (iv) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred, unless the same is being disputed in good faith and is either bonded or insured, any Indebtedness or claim or demand against it that if unpaid might by operation of law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (v) sell, assign, pledge or otherwise transfer any accounts, contract rights, general Borrower intangibles, chattel paper or instruments, with or without recourse; provided that the Borrower may create or incur or suffer to be created or incurred or to exist:

(A) statutory liens relating to the Project to secure taxes, assessments and other governmental charges or claims for labor, material or supplies in respect of obligations not overdue;

(B) liens in favor of the Issuer and/or the Trustee under the Loan Documents;

(C) liens securing the Subordinate Debt (however, the Borrower shall not record any document or instrument securing the Subordinate Debt unless such document or instrument is accompanied by a recorded Subordination Agreement in a form approved by the Majority Owner); or

(D) the Permitted Encumbrances.

(c) Transfers.

(i) Subject to Section 10 of the Regulatory Agreement, without obtaining the prior written consent of the Majority Owner, which such consent shall not be unreasonably withheld, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, mortgage, pledge, hypothecate, transfer or otherwise dispose of the Project or any interest in the Project, and (except for Permitted Encumbrances) will not encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever (whether superior or inferior to the lien of the Mortgage) in the Project, in the Leases or in the rents, issues and profits therefrom.

Section 7.1. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

(e) the Borrower shall make any new or additional mortgage of the Project or otherwise encumber the Project or the Leases (or the rents, issues and profits therefrom) or create, permit or suffer any lien, claim, charge or encumbrance of any kind (including a mechanic’s lien), other than a Permitted Encumbrance, to be recorded against the Project and, in the case of a judgment or mechanic’s lien only, such matter is not cured or removed (by bonding or otherwise) within twenty (20) days after notice thereof from the Trustee, the Majority Owner or the Servicer to the Borrower; or
Costa Biscaya

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This DEED OF TRUST AND SECURITY AGREEMENT (with Power of Sale), executed November 2, 2004, but effective November 1, 2004 (as the same may be amended, modified or supplemented from time to time, this “Mortgage”), by COSTA BISCA YA, LTD., a limited partnership, duly organized and validly existing under the laws of the State of Texas, (together with its permitted successors and assigns, “Mortgagor”), having an office at o/o The American Agape Foundation, 210 West Laurel, Suite 100, San Antonio, Texas 78212, to DONNA EDMUNDSON and her successors and assigns (the “Trustee”), for the benefit of J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION (the “Bond Trustee”), having an office at 111 Monument Circle, 15th Floor, Indianapolis, Indiana 46204, as trustee, and SAN ANTONIO HOUSING FINANCE CORPORATION, a non-profit housing finance corporation, duly organized and validly existing under the laws of the State of Texas (the “Issuer”, and together with any successor Bond Trustee under the Indenture described below and their respective successors and assigns, the “Mortgagee”).

Section 1.11 “Permitted Encumbrances” shall mean, collectively, those liens, easements, rights of way, covenants, restrictions, encumbrances and other matters affecting title to the Mortgaged Property set forth in Schedule B, of the policy of title insurance insuring this Mortgage (or commitment to issue such policy in existence as of the date of this Mortgage) and approved by the Majority Owner (which approval shall be deemed to occur upon closing), items permitted under Section 5.17 (c) and (d) of the Loan Agreement, liens for non-delinquent real property taxes, utility easements to be granted in the ordinary course of business on customary terms for facilities such as the Project and such additional items as the Majority Owner (as defined in the Indenture), in its sole discretion, may approve in writing.

Section 2.2 Warranty of Title. Mortgagor warrants that (a) it is the lawful owner of fee title to the Land; (b) it has good, marketable, insurable and indefeasible fee title to the Land and to the remainder of the Mortgaged Property; (c) the Mortgaged Property is free and clear of all deeds of trust, mortgages, liens, charges and encumbrances whatsoever except for the Permitted Encumbrances; (d) Mortgagor has not heretofore assigned the Rents (other than in connection with the Permitted Encumbrances); (e) it will maintain and preserve the lien and priority of this Mortgage until the Indebtedness has been paid in full and all other obligations owing to Mortgagee by Mortgagor in connection with the Loan have been satisfied; (f) it has authority to mortgage and assign the Mortgaged Property as provided in and by this Mortgage; and (g) except for the Permitted Encumbrances, it will warrant and defend the same against any and all claims and demands whatsoever.
This LOAN AGREEMENT dated as of November 1, 2004 (together with all supplements, modifications and amendments hereto, this “Agreement”) is among the SAN ANTONIO HOUSING FINANCE CORPORATION, a non-profit housing finance corporation duly organized and existing under the laws of the State of Texas (together with its successors and assigns, the “Issuer”), J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and validly existing under the laws of United States of America, as trustee (together with any successor trustee under the Indenture and their respective successors and assigns, the “Trustee”), and COSTA BISCAYa, LTD., a limited partnership duly organized and validly existing under the laws of the State of Texas, as trustee (together with its permitted successors and assigns, the “Borrower”),

Section 5.17. Negative Covenants of the Borrower. The Borrower covenants and agrees that, so long as the Loan is outstanding:

(a) Restrictions on Easements and Covenants. Except for Permitted Encumbrances, the Borrower will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Project or the use and occupancy of the Project or any part thereof without obtaining the prior written consent of the Majority Owner.

(b) No Amendments, Terminations or Waivers. Neither the Borrower nor the General Partner nor the General Partner’s managing member or general partner, if applicable, shall amend, supplement terminate or otherwise modify or waive any provision of its Organizational Documents or any documents relating to the contribution of equity by the partners of the Borrower without obtaining the prior written consent of the Majority Owner. The Borrower shall not amend the Subordinate Debt Documents without the prior written consent of the Majority Owner.

(c) Restrictions on Indebtedness. The Borrower will not, without obtaining the prior written consent of the Majority Owner, create, incur, assume, guarantee or become or remain liable, contingently or otherwise, with respect to any Indebtedness other than:

(i) Indebtedness arising under the Loan Documents;

(ii) the Subordinate Debt;

(iii) current liabilities of the Borrower relating to the Project, incurred in the ordinary course of business but not incurred through (A) the borrowing of money (other than amounts borrowed pursuant to the Partnership Agreement), or (B) the obtaining of credit except for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services; and

(iv) Indebtedness relating to the Project, in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment therefor shall not at the time be required to be made.
(d) **Restrictions on Liens.** Without obtaining the prior written consent of the Majority Owner, the Borrower will not (i) create or incur or suffer to be created or incurred or to exist any lien, encumbrance, mortgage, deed of trust, pledge, charge, restriction or other security interest of any kind upon any of its property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom; (ii) transfer any of its property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors; (iii) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (iv) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred, unless the same is being disputed in good faith and is either bonded or insured, any Indebtedness or claim or demand against it that if unpaid might by operation of law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (v) sell, assign, pledge or otherwise transfer any accounts, contract rights, general Borrower intangibles, chattel paper or instruments, with or without recourse; provided that the Borrower may create or incur or suffer to be created or incurred or to exist:

(A) statutory liens relating to the Project to secure taxes, assessments and other governmental charges or claims for labor, material or supplies in respect of obligations not overdue;

(B) liens in favor of the Issuer and/or the Trustee under the Loan Documents;

(C) liens securing the Subordinate Debt, or

(D) the Permitted Encumbrances.

e) **Transfers.**

(i) Subject to Section 10 of the Regulatory Agreement, without obtaining the prior written consent of the Majority Owner, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, mortgage, pledge, hypothecate, transfer or otherwise dispose of the Project or any interest in the Project, and (except for Permitted Encumbrances) will not encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever (whether superior or inferior to the lien of the Mortgage) in the Project, in the Leases or in the rents, issues and profits therefrom.

(ii) Without obtaining the prior written consent of the Majority Owner, no partnership interest in the Borrower and no ownership interest in the General Partner may

Section 7.1. **Events of Default.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

e) the Borrower shall make any new or additional mortgage of the Project or otherwise encumber the Project or the Leases (or the rents, issues and profits therefrom) or create, permit or suffer any lien, claim, charge or encumbrance of any kind (including a mechanic’s lien), other than a Permitted Encumbrance, to be recorded against the Project and, in the case of a judgment or mechanic’s lien only, such matter is not cured or removed (by bonding or otherwise) within twenty (20) days after notice thereof from the Trustee, the Majority Owner or the Servicer to the Borrower; or
Costa Ibiza

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIRD FIRST MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING (the “Instrument”) is made to be effective this 1st day of August, 2008, by COSTA IBIZA, LTD., a limited partnership organized and existing under the laws of Texas, whose address is c/o NRP Group LLC, 5309 Transportation Boulevard, Cleveland, Ohio 44125, as trustor (“Borrower”), to Matthew Proffitt, Commercial Division Stewart Title of San Antonio, 2961 Mossrock, San Antonio, TX 78220, Houston, Texas 77046, as trustee (“Trustee”), for the benefit of the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas with an address at P.O. Box 13941, Austin, Texas 78711-3941, as beneficiary (alternately referred to herein as “Lender” and “Issuer”). Borrower’s organizational identification number, if applicable, is 26-2698925.

16. LIENS; ENCUMBRANCES. Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a “Lien”) on the Mortgaged Property (other than the lien of the Regulatory Agreement, this Instrument, the lien of the Second Mortgage, the lien of the Third Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing in favor of Bank of America, N.A. to secure construction period financing) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a “Transfer” which constitutes an Event of Default and subjects Borrower to personal liability under the Note.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER. [RIGHT TO UNLIMITED TRANSFERS – WITH LENDER APPROVAL].

(a) “Transfer” means

(i) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law);

(ii) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law);

(iii) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock;

(iv) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or

(v) the merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.
Costa Mariposa

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS AMENDED AND RESTATED SECOND MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING (the “Instrument”) is made to be effective this 1st day of May, 2012, by COSTA MARIPOSA, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 6503 Butler St., Dallas, Texas 75235, as trustor (“Borrower”), to NICHOLAS A. PIRULLI, as trustee (“Trustee”), for the benefit of FEDERAL HOME LOAN MORTGAGE CORPORATION, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States of America, whose address is 8200 Jones Branch Drive, McLean, Virginia 22102, as beneficiary (“Lender”). Borrower’s organizational identification number, if applicable, is 801091249.

16. LIENS; ENCUMBRANCES. Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a “Lien”) on the Mortgaged Property (other than the lien of the Bond Mortgage, the TDHCA Mortgages and this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a “Transfer” which constitutes an Event of Default and subjects Borrower to personal liability under the Reimbursement Agreement.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.[RIGHT TO UNLIMITED TRANSFERS -- WITH LENDER APPROVAL].

(a) “Transfer” means

(i) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law);

(ii) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law);

(iii) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock;

(iv) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or

(v) the merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.
Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES AND FINANCING STATEMENT (this "Deed of Trust") is made as of the 1st day of October, 2006, by COSTA MIRADA, LTD., a Texas limited partnership (the "Grantor", or sometimes the "Borrower"), to PATRICIA ASTON, a resident of the State of Texas, as trustee (the "Trustee") for the benefit of the SAN ANTONIO HOUSING FINANCE CORPORATION, a nonprofit housing finance corporation organized and existing under the laws of the State of Texas (the "Issuer") and together with any successor holder of the hereinafter defined Note the "Beneficiary").

"Encumbrance" means any mortgage, pledge, lien, security interest, charge or other encumbrance, including but not limited to any covenant or agreement restricting, regulating or otherwise affecting the use of, and binding on and running with, the Land or the Property.

"Permitted Encumbrances" means as of any particular time, (a) the Encumbrances approved by the Servicing Agent and set forth in the Commitment for Title Insurance No. 12119, issued by Stewart Title Guaranty Company dated October 9, 2006, as updated to the Closing Date, with respect to the Land and the Improvements, (b) the Security Instrument, (c) any Encumbrance placed upon any furniture, equipment or other tangible personal property or any fixture being acquired by the Borrower at the time of acquisition or within ten (10) days thereafter to secure all or a portion of the purchase price thereof if such Encumbrance is approved in advance in writing by the Servicing Agent, (d) any other Encumbrance approved in writing by the Servicing Agent, (e) the Regulatory Agreement, (f) liens for Property Taxes not delinquent or being contested in good faith and by appropriate proceedings, (g) the creation of tax levies or mechanic's, materialman's or judgment lies against the Property which are bonded off, released of record as otherwise remedied or insured against to the satisfaction of the Servicing Agent within thirty (30) days of creation, (h) utility easements granted by the Borrower in the ordinary course of business and which do not adversely affect the development or operation of the Project, (i) leases with residential tenants satisfying the requirements of the Documents, (j) any subordination agreement, (k) any restrictive covenant approved by the Servicing Agent and required to be recorded in connection with the receipt by the Borrower of federal low income housing tax credits and (l) the Ground Lease.
SECTION 5.7. Transfer of Property; Other Liens; Assignment and Leasing.

(a) Except for the Leases, Permitted Encumbrances, and as required in connection with a condemnation, and except as set forth in the following paragraph, the Grantor shall not, without the prior written consent of the Servicing Agent, encumber, transfer, sell, assign, lease, dispose of, or contract to transfer all or any part of the Property or suffer to exist any Encumbrance on the Property (except for Permitted Encumbrances), whether superior or junior to this Deed of Trust. The Grantor shall give the Beneficiary, the Issuer, the Servicing Agent and the Investor Notice of any default in any permitted senior, junior or subordinate Encumbrance on the Property and Notice of any foreclosure or upon the knowledge of the Grantor, threat of foreclosure of such permitted senior, junior or subordinate Encumbrance. No transfer of all or any part of the Property in violation hereof shall relieve the Grantor of its obligations under this Deed of Trust and the other Documents, unless the Grantor has obtained the prior written consent of the Beneficiary (acting at the direction of the Servicing Agent) and the Issuer. Any sale, transfer, or other disposition of the Project in violation of the terms of this Deed of Trust or Section 10 of the Regulatory Agreement shall be null, void, and without effect, shall cause a reversion of title to the Grantor, and shall be ineffective to relieve the Grantor of its obligations under this Deed of Trust or the Regulatory Agreement.

SECTION 5.29. Grantor’s Warranties and Representations. Grantor warrants and represents to Beneficiary that, except for the security interest granted hereby in the Property, Grantor is the owner and holder of the Property, free of any adverse claim, security interest or encumbrance (other than the Permitted Encumbrances), and Grantor agrees to defend the Property against all claims and demands of any person at any time claiming the same or any interest therein. Grantor further warrants and represents with respect to the Property that it has not heretofore signed any financing statement and that no financing statements signed by Grantor are now on file in any public office except those statements true and correct copies of which have been delivered to Beneficiary. Grantor shall not change its state of organization through dissolution, merger, transfer of assets or otherwise, or its name or principal place of business without giving the Beneficiary at least thirty (30) days’ prior written notice thereof, which notice shall be accompanied by new financing statements in the same form as the financing statements delivered to Beneficiary on the date hereof, or amendments thereto as the case may be, except for the change of name and/or address. Without limiting the foregoing, Grantor hereby authorizes and irrevocably appoints the Beneficiary and each of its officers, attorneys-in-fact for Grantor and hereby authorizes Beneficiary to prepare, deliver, and file such financing statements, continuation statements or amendments deemed necessary by Beneficiary from time-to-time in its sole discretion for and on behalf of Grantor, in each case in form and substance satisfactory to Beneficiary, without execution by Grantor to create, perfect, and preserve Beneficiary’s security interest hereunder.
Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This DEED OF TRUST AND SECURITY AGREEMENT (with Power of Sale), executed July 20, 2007, but effective July 1, 2007 (as the same may be amended, modified or supplemented from time to time, this “Mortgage”), by COSTA RIALTO, LTD., a limited partnership, duly organized and validly existing under the laws of the State of Texas, together with its permitted successors and assigns, “Mortgagor”, having an office at c/o The NRP Group, Inc., 5309 Transportation Boulevard, Cleveland, Ohio 44125 to Patricia Aston and her successors and assigns (the “Trustee”), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION as trustee (together with any successor trustee under the Indenture described below and their respective successors and assigns, the “Bond Trustee”), having an office at MAC: T5017-241, 1021 Main Street, Suite 2403, Houston, Texas 77002, and Texas Department of Housing and Community Affairs (the “Issuer” and, together with the Bond Trustee, the “Mortgagee”), a public and official agency of the State of Texas having an office at 221 East 11th Street, Austin, Texas 78701.

SECTION 1.12 “Permitted Encumbrances” shall mean, collectively, those liens, easements, rights of way, covenants, restrictions, encumbrances and other matters affecting title to the Mortgaged Property set forth in Schedule B, of the policy of title insurance insuring this Mortgage (or commitment to issue such policy in existence as of the date of this Mortgage) and approved by the Majority Owner, items permitted under Section 5.17 (b) of the Loan Agreement, the low-income housing commitment (as such term is defined in Section 42(n)(6)B of the Internal Revenue Code) (the “Extended Use Agreement”) with respect to the Project, liens for non-delinquent real property taxes attached hereto and such additional items as the Majority Owner, in its sole discretion, may approve in writing.

SECTION 2.2 Warranty of Title. Mortgagor warrants that (a) it is the lawful owner of fee title to the Land; (b) it has good, marketable, insurable and indefeasible fee title to the Land and to the remainder of the Mortgaged Property; (c) the Mortgaged Property is free and clear of all deeds of trust, mortgages, liens, charges and encumbrances whatsoever except for the Permitted Encumbrances; (d) Mortgagor has not heretofore assigned the Rents; (e) it will maintain and preserve the lien and priority of this Mortgage until the Indebtedness has been paid in full and all other obligations owing to Mortgagee by Mortgagor in connection with the Loan have been satisfied; (f) it has good right and lawful authority to mortgage and assign the Mortgaged Property as provided in and by this Mortgage; and (g) except for the Permitted Encumbrances, it will warrant and defend the same against any and all claims and demands whatsoever.
This LOAN AGREEMENT dated as of July 1, 2007 (together with all supplements, modifications and amendments hereto, this “Agreement”) is among the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (together with its successors and assigns, the “Issuer”), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and validly existing under the laws of United States of America, as trustee (together with any successor trustee under the Indenture and their respective successors and assigns, the “Trustee”), and COSTA RIALTO, LTD., a limited partnership duly organized and validly existing under the laws of the State of Texas, as borrower (together with its permitted successors and assigns, the “Borrower”).

Section 4.17. Negative Covenants of the Borrower. The Borrower covenants and agrees that, so long as the Loan is outstanding:

(a) Restrictions on Easements and Covenants. Except for Permitted Encumbrances, the Borrower will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Development or the use and occupancy of the Development or any part thereof without obtaining the prior written consent of the Majority Owner, which such consent shall not be unreasonably withheld.

(b) No Amendments, Terminations or Waivers. Neither the Borrower nor the General Partner nor the General Partner’s managing member or general partner, if applicable, shall amend, supplement terminate or otherwise modify or waive any provision of its Organizational Documents or any documents relating to the contribution of equity by the partners of the Borrower without obtaining the prior written consent of the Majority Owner (such consent not to be unreasonably withheld, conditioned or delayed).

(c) Restrictions on Indebtedness. The Borrower will not, without obtaining the prior written consent of the Majority Owner, which such consent shall not be unreasonably withheld, create, incur, assume, guarantee or be or remain liable, contingently or otherwise, with respect to any Indebtedness other than:

(i) indebtedness arising under the Loan Documents;

(ii) current liabilities of the Borrower relating to the Development, incurred in the ordinary course of business but not incurred through (A) the borrowing of money (other than amounts borrowed pursuant to the Partnership Agreement), or (B) the obtaining of credit except for credit on an open account basis customarily extended in fact extended in connection with normal purchases of goods and services; and

(iii) indebtedness relating to the Development, in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment thereof shall not at the time be required to be made.

(d) Restrictions on Liens. Without obtaining the prior written consent, which such consent shall not be unreasonably withheld, of the Majority Owner, the Borrower will not (i) create or incur or suffer to be created or incurred or to exist any lien, encumbrance, mortgage, deed of trust, pledge, charge, restriction or other security interest of any kind upon any of its property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom; (ii) transfer any of its property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors; (iii) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (iv) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred, unless the same is being disputed in good faith and is either bonded or insured, any Indebtedness or claim or demand against it that
if unpaid might by operation of law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (v) sell, assign, pledge or otherwise transfer any accounts, contract rights, general Borrower intangibles, chattel paper or instruments, with or without recourse; provided that the Borrower may create or incur or suffer to be created or incurred or to exist:

(A) statutory liens relating to the Development to secure taxes, assessments and other governmental charges or claims for labor, material or supplies in respect of obligations not overdue;

(B) liens in favor of the Issuer and/or the Trustee under the Loan Documents; or

(C) the Permitted Encumbrances.

(c) Transfers.

(i) Subject to Section 10 of the Regulatory Agreement, without obtaining the prior written consent of the Majority Owner, which such consent shall not be unreasonably withheld, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, mortgage, pledge, hypothecate, transfer or otherwise dispose of the Development or any interest in the Development, and (except for Permitted Encumbrances) will not encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever (whether superior or inferior to the lien of the Mortgage) in the Development, in the Leases or in the rents, issues and profits therefrom.

(ii) Subject to Section 10 of the Regulatory Agreement, without obtaining the prior written consent of the Majority Owner, no partnership interest in the Borrower and no ownership interest in the General Partner may be sold, conveyed, transferred, assigned, pledged or otherwise transferred, in whole or in part, directly or indirectly, by operation of law or otherwise; however, the following transfers may occur with notice to, but without the consent of, the Majority Owner: (I) replacement of the General Partner by the Special Limited Partner or its designee as provided in the Organizational Documents of the Borrower (provided that the replacement general partner shall either (A) be an affiliate of Centerline Capital Group or (B) have been approved in advance by the Majority Owner, which approval shall not be unreasonably withheld or delayed), (ii) the transfer of limited partnership interests after the Investor Limited Partner has paid all installments of the Required Equity Funds payable by the Investor Limited Partner, (iii) transfers by the Investor Limited Partner or the Special Limited Partner of its interest in the Borrower to any entity which has as its general partner or managing member an affiliate of Centerline Capital Group, or (iv) the pledge by the Investor Limited Partner and the Special Limited Partner to the Borrower of their limited partnership interests to secure their obligations to make capital contributions.

Section 6.1. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

(e) the Borrower shall make any new or additional mortgage of the Development or otherwise encumber the Development or the Leases (or the rents, issues and profits therefrom) or create, permit or suffer any lien, claim, charge or encumbrance of any kind (including a mechanic’s lien), other than a Permitted Encumbrance, to be recorded against the Development and, in the case of a judgment or mechanic’s lien only, such matter is not cured or removed (by bonding or otherwise) within twenty (20) days after notice thereof from the Trustee, the Majority Owner or the Servicer to the Borrower, or
Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT (with Power of Sale), dated as of November 1, 2005 (as the same may be amended, modified or supplemented from time to time, this “Deed of Trust”), by COSTA TARRAGONA I, LTD., a limited partnership, duly organized and validly existing under the laws of the State of Texas, (together with its permitted successors and assigns, “Trustor”), having an office at c/o Corpus Christi Housing Finance Corporation, 1201 Leopard Street, Corpus Christi, Texas 78469, to DONNA EDMUNDSON and her successors and assigns (the “Trustee”), for the benefit of J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, having an office at 1 East Ohio Street, IN1-0152, 15th Floor, Indianapolis, Indiana 46277, as bond trustee (together with any successor Bond Trustee under the Indenture described below and their respective successors and assigns, the “Beneficiary”).

Section 1.12 “Permitted Encumbrances” shall mean, collectively, those liens, easements, rights of way, covenants, restrictions, encumbrances and other matters affecting title to the Deed of Trust Property set forth in Schedule B, of the policy of title insurance insuring this Deed of Trust (or commitment to issue such policy in existence as of the date of this Deed of Trust) and approved by the Majority Owner (which approval shall be deemed to occur upon closing), items permitted under Section 5.17 (c) and (d) of the Loan Agreement, liens for non-delinquent real property taxes, utility easements to be granted in the ordinary course of business on customary terms for facilities such as the Project and such additional items as the Majority Owner (as defined in the Indenture), in its sole discretion, may approve in writing.

Section 2.2 Warranty of Title. Trustor warrants that (a) it is the lawful holder of a leasehold interest in the Land; (b) it has good, marketable, insurable and indefeasible title to its leasehold interest in the Land and to the remainder of the Deed of Trust Property; (c) the Deed of Trust Property is free and clear of all deeds of trust, mortgages, liens, charges and encumbrances whatsoever except for the Permitted Encumbrances; (d) Trustor has not heretofore assigned the Rents (other than in connection with the Permitted Encumbrances); (e) it will maintain and preserve the lien and priority of this Deed of Trust until the Obligations has been paid in full and all other obligations owing to Beneficiary by Trustor in connection with the Loan have been satisfied; (f) it has authority to convey and assign the Deed of Trust Property as provided in and by this Deed of Trust; and (g) except for the Permitted Encumbrances, it will warrant and defend the same against any and all claims and demands whatsoever.

This LOAN AGREEMENT dated as of November 1, 2005 (together with all supplements, modifications and amendments hereto, this “Agreement”) is among the CORPUS CHRISTI HOUSING FINANCE CORPORATION, a non-profit housing finance corporation duly organized and existing under the laws of the State of Texas (together with its successors and assigns, the “Issuer”), J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and validly existing under the laws of United States of America, as trustee (together with any successor trustee under the Indenture and their respective successors and assigns, the “Trustee”), and COSTA TARRAGONA I, LTD., a limited partnership duly organized and validly existing under the laws of the State of Texas, as trustee (together with its permitted successors and assigns, the “Borrower”),
Section 5.17. **Negative Covenants of the Borrower.** The Borrower covenants and agrees that, so long as the Loan is outstanding:

(a) **Restrictions on Easements and Covenants.** Except for Permitted Encumbrances, the Borrower will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Project or the use and occupancy of the Project or any part thereof without obtaining the prior written consent of the Majority Owner.

(b) **No Amendments, Terminations or Waivers.** Neither the Borrower nor the General Partner nor the General Partner’s managing member or general partner, if applicable, shall amend, supplement terminate or otherwise modify or waive any provision of its Organizational Documents or any documents relating to the contribution of equity by the partners of the Borrower without obtaining the prior written consent of the Majority Owner. The Borrower shall not amend the Subordinate Debt Documents without the prior written consent of the Majority Owner (such consent not to be unreasonably withheld, conditioned, or delayed.

(c) **Restrictions on Indebtedness.** The Borrower will not, without obtaining the prior written consent of the Majority Owner, create, incur, assume, guarantee or be or remain liable, contingently or otherwise, with respect to any Indebtedness other than:

(i) Indebtedness arising under the Loan Documents;

(ii) the Subordinate Debt;

(iii) current liabilities of the Borrower relating to the Project, incurred in the ordinary course of business but not incurred through (A) the borrowing of money (other than amounts borrowed pursuant to the Partnership Agreement), or (B) the obtaining of credit except for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services, and

(iv) Indebtedness relating to the Project, in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment therefor shall not at the time be required to be made.

(d) **Restrictions on Liens.** Without obtaining the prior written consent of the Majority Owner, the Borrower will not (i) create or incur or suffer to be created or incurred or to exist any lien, encumbrance, mortgage, deed of trust, pledge, charge, restriction or other security interest of any kind upon any of its property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom, (ii) transfer any of its property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors, (iii) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (iv) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred, unless the same is being disputed in good faith and in either bonded or insured, any Indebtedness or claim or demand against it that if unpaid might by operation of law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (v) sell, assign, pledge or otherwise transfer any accounts, contract rights, general Borrower intangibles, chattel paper or instruments, with or without recourse; provided that the Borrower may create or incur or suffer to be created or incurred or to exist:
(A) statutory liens relating to the Project to secure taxes, assessments and other governmental charges or claims for labor, material or supplies in respect of obligations not overdue;

(B) liens in favor of the Issuer and/or the Trustee under the Loan Documents;

(C) liens securing the Subordinate Debt (provided, however, that the Borrower shall not record any document or instrument securing any Subordinate Debt unless such document or instrument is accompanied by a recorded Subordination Agreement in a form approved by the Majority Owner); or

(D) the Permitted Encumbrances.

c) Transfers.

(i) Subject to Section 10 of the Regulatory Agreement, without obtaining the prior written consent of the Majority Owner, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, mortgage, pledge, hypothecate, transfer or otherwise dispose of the Project or any interest in the Project, and (except for Permitted Encumbrances) will not encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever (whether superior or inferior to the lien of the Mortgage) in the Project, in the Leases or in the rents, issues and profits therefrom.

(ii) Without obtaining the prior written consent of the Majority Owner, no partnership interest in the Borrower and no ownership interest in the General Partner may be sold, conveyed, transferred, assigned, pledged or otherwise transferred, in whole or in part, directly or indirectly, by operation of law or otherwise; provided however, the following transfers may occur with notice to, but without the consent of, the Majority Owner: (I) replacement of the General Partner by the Special Limited Partner or its designee as provided in the Organizational Documents of the Borrower (provided that the replacement general partner shall have been approved in advance by the Majority Owner, which approval shall not be unreasonably withheld or delayed), (ii) the transfer of limited partnership interests after the Investor Limited Partner has paid all installments of the Required Equity Funds payable by the Investor Limited Partner, (iii) transfers by the Investor Limited Partner or the Special Limited Partner of its interest in the Borrower to any entity which has as its general partner or managing member an affiliate of Related Capital Company, (iv) the pledge by the Investor Limited Partner and the Special Limited Partner to the Borrower of their limited partnership interests to secure their obligations to make capital contributions or (v) the pledge by the Investor Limited Partner and the Special Limited Partner of their limited partnership interests in the Borrower to Bank of America to secure the loan made by Bank of America of the Required Equity Funds.
Costa Tarragona II

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Multifamily Construction and Permanent Leasehold Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing (the “Instrument”) is dated as of the 18th day of May, 2011, by COSTA TARRAGONA II, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 1201 Leopard, Corpus Christi, Texas 78401, as trustor (“Borrower”), to James W. Goolsby, Jr., as trustee (“Trustee”), for the benefit of STERLING BANK, a Texas state banking association, whose address is 2900 North Loop West, Suite 900, Houston, Texas 77092, Attn: Mahesh S. Aiyer, as beneficiary (“Lender”).

(oo) “Transfer” means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity. “Transfer” does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term “Transfer,” the term “partnership” shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term “partner” shall mean a general partner, a limited partner and a joint venturer.

16. LIENS; ENCUMBRANCES.

Borrower acknowledges that, to the extent provided in Section 22, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a “Liens”) on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Liens has priority over the lien of this Instrument, is a “Transfer” which constitutes an Event of Default, except any Permitted Exception.
22. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

(1) a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;
(2) a Transfer of a Controlling Interest in Borrower;
(3) a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Borrower;
(4) a Transfer of all or any part of Key Principal’s ownership interests (other than limited partnership interests) in Borrower, or in any other entity which owns, directly or indirectly through one or more intermediate entities, an ownership interest in Borrower;
(5) if Borrower is a trust, the termination or revocation of such trust; and
(6) a conversion of Borrower from one type of legal entity into another type of legal entity, whether or not there is a Transfer.

Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to exercise any of its remedies with respect to an Event of Default under this Section 22.

59. REPRESENTATIONS AND WARRANTIES REGARDING GROUND LEASE.

Borrower warrants and represents to Lender that, as of the date of this Instrument: (i) the Ground Lease is in full force and effect in accordance with its terms; (ii) Borrower has not waived, canceled or surrendered any of its rights under the Ground Lease; (iii) Borrower is the sole owner of, and has good and indefeasible title to, the Leasehold Estate; (iv) the Leased Premises and the Mortgaged Property are free and clear of all liens, encumbrances and other matters affecting title, other than the lien of this Instrument and the Permitted Exceptions; (v) there is no existing Ground Lessee Default and to the best of Borrower’s knowledge, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessee Default; and (vi) to the best of Borrower’s knowledge, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessee Default.
Costa Valencia

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT (with Power of Sale), dated as of December 1, 2005 (as the same may be amended, modified or supplemented from time to time, this “Deed of Trust”), by COSTA VALENCIA, LTD., a limited partnership, duly organized and validly existing under the laws of the State of Texas, (together with its permitted successors and assigns, “Trustor”), having an office at c/o San Antonio Housing Facility Corporation, 818 South Flores Street, San Antonio, Texas 78204, to DONNA EDMUNDSON and her successors and assigns (the “Trustee”), for the benefit of SAN ANTONIO HOUSING FINANCE CORPORATION, a non-profit housing finance corporation, duly organized and validly existing under the laws of the State of Texas (together with its successors and assigns, “Beneficiary”).

Section 1.12 “Permitted Encumbrances” shall mean, collectively, those liens, easements, rights of way, covenants, restrictions, encumbrances and other matters affecting title to the Deed of Trust Property set forth in Schedule B, of the policy of title insurance insuring this Deed of Trust (or commitment to issue such policy in existence as of the date of this Deed of Trust) and approved by the Majority Owner (which approval shall be deemed to occur upon closing), items permitted under Section 5.17 (c) and (d) of the Loan Agreement, liens for non-delinquent real property taxes, utility easements to be granted in the ordinary course of business on customary terms for facilities such as the Project and such additional items as the Majority Owner (as defined in the Indenture), in its sole discretion, may approve in writing.

Section 2.2 Warranty of Title. Trustor warrants that (a) it is the lawful holder of a leasehold interest in the Land; (b) it has good, marketable, insurable and indefeasible title to its leasehold interest in the Land and to the remainder of the Deed of Trust Property; (c) the Deed of Trust Property is free and clear of all deeds of trust, mortgages, liens, charges and encumbrances whatsoever except for the Permitted Encumbrances; (d) Trustor has not heretofore assigned the Rents (other than in connection with the Permitted Encumbrances); (e) it will maintain and preserve the lien and priority of this Deed of Trust until the Obligations has been paid in full and all other obligations owing to Beneficiary by Trustor in connection with the Loan have been satisfied; (f) it has authority to convey and assign the Deed of Trust Property as provided in and by this Deed of Trust; and (g) except for the Permitted Encumbrances, it will warrant and defend the same against any and all claims and demands whatsoever.
Section 2.5 To Maintain Priority of Lien. Trustor will maintain this Deed of Trust as a valid first mortgage lien on the Deed of Trust Property, and Trustor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Deed of Trust Property or any portion thereof, or against the Rents therefrom, and will promptly discharge, any lien or charge whatsoever other than the Permitted Encumbrances, whether prior to, upon a parity with, or junior to the lien of this Deed of Trust; provided, however, that nothing herein contained shall require Trustor to pay or cause to be paid any Imposition prior to the time the same shall become Due and Payable. Trustor will keep and maintain the Deed of Trust Property, and every part thereof, free from all liens of persons supplying labor and materials in connection with the construction, alteration, repair, improvement or replacement of the Improvements, the Equipment or the Furnishings. If any such liens shall be filed against the Deed of Trust Property, or any part thereof, Trustor shall immediately release or discharge the same of record, by payment, bonding or otherwise, or otherwise provide security satisfactory to Beneficiary in Beneficiary's sole discretion (acting upon the direction of the Servicer), within ten (10) days after the filing thereof. In the event that Trustor fails to make payment of or bond such liens, Beneficiary shall, at the direction of the Servicer, make payment thereof, from amounts held in the trust estate and any amounts paid as a result thereof, together with interest thereon at the Default Rate from the date of payment by Beneficiary, shall be immediately due and payable by Trustor to Beneficiary and until paid shall be added to and become a part of the Obligations and shall have the benefit of the lien hereby created as a part thereof prior to any right, title or interest in or claim upon the Deed of Trust Property attaching or accruing subsequent to the lien of this Deed of Trust. Trustor shall exhibit to Beneficiary and the Servicer, upon request, all receipts or other satisfactory evidence of the payment of taxes, assessments, charges, claims, liens or any other item which, if unpaid, may cause any such lien to be filed against the Deed of Trust Property.
Section 5.1 Security Agreement. It is the intent of the parties hereto that this Deed of Trust shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State (the "UCC") with respect to so much of the Deed of Trust Property as is considered or as shall be determined to be of the type in which a security interest can be created under Article 9 of the UCC, together with all replacements thereof, substitutions therefor or additions thereto (the "Collateral"), and that a security interest shall attach thereto for the benefit of Beneficiary to secure the Obligations and all other sums and charges which may become due hereunder or under the Loan Documents. Trustor hereby authorizes Beneficiary to file financing and continuation statements and all amendments thereto with respect to the Collateral without the signature of Trustor, if same is lawful; otherwise Trustor agrees to execute such financing and continuation statements and all amendments thereto as Beneficiary may request. If there shall exist an Event of Default under this Deed of Trust, Beneficiary, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding as to both real and personal property in accordance with its rights to both real and personal property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event Beneficiary shall elect to proceed with respect to the Collateral separately from the real property, unless a greater period shall then be mandated by the UCC, ten (10) business days' notice of the sale of the Collateral shall be reasonable notice. The expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall be assessed against Trustor and shall include, but shall not be limited to, attorneys' fees, disbursements and other legal expenses incurred by Beneficiary. Trustor agrees that it will not remove or permit to be removed from the Deed of Trust Property any of the Collateral without the prior written consent of Beneficiary, unless appropriate replacements free of superior title, liens (other than Permitted Encumbrances) or claims are immediately made having a value at least equal to the value of the items removed or otherwise in the ordinary course of business. All replacements, renewals and additions to the Collateral shall be and become immediately subject to the security interest of this Deed of Trust and the provisions of this Article. Except for the Permitted Encumbrances, Trustor warrants and represents that all Collateral now is, and that replacements thereof, substitutions therefor or additions thereto, unless Beneficiary otherwise consents in writing, shall be free and clear of liens, encumbrances or security interest of others created after the date hereof.
**Denton Apartments (The Veranda)**

**Summary:** Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.
Article V
Negative Covenants.

Section 5.1 Encumbrances.

Except for such utility and service easements and agreements as are customary for projects of like kind, Grantor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after Grantor received notice of any mechanic’s lien or other Lien or Encumbrance against the Property, Grantor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Beneficiary’s security has been protected by the filing of a bond or otherwise in a manner satisfactory to Beneficiary in its sole and absolute discretion, Grantor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Grantor does so diligently and without prejudice to Beneficiary or delay in completing construction of the Improvements. Grantor shall give Beneficiary Notice of its receipt or knowledge of notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Except for Transfers as a result of eminent domain or in order to obtain utility easements including service lines and the Permitted Encumbrances, Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Leasehold Deed of Trust) or that certain Right of First Refusal and Purchase Option Agreement of even date herewith in favor of the Denton Public Facility Corporation (the “ROFO”), which ROFO is subordinate to the lien of this Leasehold Deed of Trust.

Section 6.7 Default Under Other Lien Documents.

A default occurs under any other mortgage, deed of trust or security agreement covering the Property, including the Senior Deed of Trust and any other Permitted Encumbrances, and such default continues beyond any applicable notice, grace, or cure period.

THIS CONTINUING COVENANT AGREEMENT (“Continuing Covenant Agreement”) is dated as of [CONVERSION DATE] and is made by and between MCKINNEY DENTON APARTMENTS, LTD., a Texas limited partnership (“Borrower”), and JONES LANG LASALLE MULTIFAMILY, LLC, a Delaware limited liability company, in its capacity as Funding Lender under the Funding Loan Agreement referenced below (together with its successors and assigns in such capacity, “Funding Lender”).

“Improvements” means the buildings, structures and improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.

“Lien” means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

“Mortgaged Property” means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) The Land, or, if Borrower’s interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.

(ii) The Improvements.
“Transfer” means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower, a Designated Entity for Transfers, or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.

7.02 Prohibited Transfers. The occurrence of any of the following Transfers will constitute an Event of Default under this Continuing Covenant Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or any other Lien to which Funding Lender has consented.

7.03 Conditionally Permitted Transfers. The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.

(b) Easement, Restrictive Covenant or Other Encumbrance. The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Funding Lender with at least 30 days prior Notice of the proposed grant and pays the Transfer Review Fee to Funding Lender.

(ii) Prior to the grant, Funding Lender determines, in Funding Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Funding Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Funding Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Funding Lender in connection with reviewing Borrower’s request for Funding Lender’s review of such grant of easement, restrictive covenant or other encumbrance; provided, however, that Funding Lender will not be entitled to collect a Transfer Fee.
**Eagles Rest**

**Summary:** Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS MULTIFAMILY CONSTRUCTION AND PERMANENT DEED OF TRUST, FIXTURE FILING, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Instrument") is dated as of the 12th day of June, 2015, by EAGLES REST LTD., a limited partnership organized and existing under the laws of Texas, whose address is c/o Community Housing Resource Partners, Inc., 19141 Stone Oak Parkway #104, San Antonio, Texas 78258, File No.: 0802059346, as trustor ("Borrower"), to Joe F. West, as trustee ("Trustee"), for the benefit of COMMUNITYBANK OF TEXAS, N.A., whose address is 5998 Delaware, Beaumont, Texas 77706-7607, Attn: Stephen W. Rose, as beneficiary ("Lender").

(see) "Transfer" means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law, except the Permitted Exceptions); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity. "Transfer" does not include (I) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (II) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term "Transfer," the term "partnership" shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term "partner" shall mean a general partner, a limited partner and a joint venturer.

16. LIENS; ENCUMBRANCES.

Borrower acknowledges that, to the extent provided in Section 22, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default, except any Permitted Exception.
22. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) Subject to subsection (f) below, the occurrence of any of the following events after the Conversion Date shall constitute an Event of Default under this Instrument:

1. A Transfer of all or any part of the Mortgaged Property or any Interest in the Mortgaged Property;

2. A Transfer of a Controlling Interest in Borrower;

3. A Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Borrower;

4. A Transfer of all or any part of Guarantor's ownership interests (other than limited partnership interests) in Borrower, or in any other entity which owns, directly or indirectly through one or more intermediate entities, an ownership interest in Borrower;

5. If Guarantor is an entity, (A) a Transfer of a Controlling Interest in Guarantor, or (B) a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Guarantor;

6. If Borrower or Guarantor is a trust, the termination or revocation of such trust; and

7. A conversion of Borrower from one type of legal entity into another type of legal entity, whether or not there is a Transfer.

Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to exercise any of its remedies with respect to an Event of Default under this Section 22.

(f) The foregoing shall only be applicable to Transfers made after the Conversion Date (prior to the Conversion Date, Transfers will be governed by the Terms of the Loan Agreement).

This Credit Support and Funding Agreement (this "Agreement") is dated as of June 12, 2015, by and between EAGLES REST LTD., a Texas limited partnership ("Borrower"), having its address at c/o Community Housing Resource Partners, Inc., 19141 Stone Oak Parkway #104, San Antonio, Texas 78258, and COMMUNITYBANK OF TEXAS, N.A., a national banking association ("Bank"), having its address at 5999 Delaware, Beaumont, Texas 77706-7607, Attn: Stephen W. Rose.
V - NEGATIVE COVENANTS

5.1 Negative Covenants. Until the Conversion Date, Borrower shall not, without the prior written consent of Bank, which will not be unreasonably withheld, conditioned, or delayed (and without limiting any requirement of any other Loan Document):

(d) No Other Debt. Incur, create, assume, or permit to exist any Debt, except:

(1) the Obligations;

(2) all existing loans and borrowings by Borrower as reflected in the Financial Statements; and all renewals, extensions, modifications and rearrangements thereof;

(3) liabilities, direct or contingent, of Borrower to the extent that such liabilities existed on the date of this Agreement and continue to exist and are reflected in the Financial Statements or have been disclosed to Bank in writing and approved by Bank prior to the date of this Agreement;

(4) the BCHC Loan and the HOME Loan (to the extent made subordinate to the Loan in a manner satisfactory to Bank);

(5) endorsements of negotiable instruments for collection or deposit in the ordinary course of business;

(6) obligations from time to time incurred in the ordinary course of business, other than for borrowed money;

(7) Debt contemplated by the Partnership Agreement (to the extent subordinated to the Bank in a manner reasonably satisfactory to Bank);

(8) taxes, assessments, or other government charges which are not yet due or which are being contested in good faith by appropriate action promptly initiated and diligently conducted if a reserve shall have been made therefor as required by GAAP; and

(9) Debt to be paid in connection with the closing of the Loan and from the Initial Capital Contribution (including, without limitation, any pre-development loan made prior to the Closing Date by the Investor Partner or any other Person to Borrower).
(f) **No Mortgages.** (i) Create, incur, assume, or permit to exist any mortgage, pledge, security interest, lien, or similar encumbrance on any of Borrower's assets, including, without limitation, any of Borrower's interest in the Premises (to the extent owned by Borrower), except as specifically disclosed in the Financial Statements, (ii) acquire or agree to acquire assets under any conditional sale agreement or title retention contract, or (iii) sell and leaseback any assets, except that the foregoing restrictions shall not apply to:

(1) liens for taxes, assessments and other governmental charges not yet due unless any such taxes, assessments and/or other governmental charges are being contested in accordance with Section 4.1(dd);

(2) liens of vendors, carriers, warehousemen, landlords, mechanics, laborers, and materialmen arising by law in the ordinary course of business for sums not yet due or being contested in good faith as provided in this Agreement or reserve shall have been made therefor as required by GAAP;

(3) pledges or deposits in connection with or to secure worker's compensation, unemployment insurance, pensions or other employees benefits;

(4) mortgages, pledges, security interests, liens, encumbrances, landlord's liens, or title retention contracts existing as of the date of this Agreement and disclosed to Bank in writing and approved by Bank before the date hereof;

(5) liens and/or security interests required by this Agreement and the other Loan Documents;

(6) any of the Permitted Exceptions;

(7) liens against the Premises securing the BCHC Loan or the HOME Loan (to the extent made subordinate to the Mortgage in a manner reasonably satisfactory to Bank); and

(8) liens contemplated by the Partnership Agreement, if and to the extent made subordinate to Bank as may be required by Bank.

(g) **Utilities.** Except as permitted by Section 5.1(f), Borrower shall not permit any Person (other than tenants under Approved Leases) to obtain any right to its utility services necessary for the normal and customary operation of the Premises, including, without limitation, water and sewer taps, nor shall Borrower permit to expire any of its rights to utility services or commitments for capacity necessary for the normal and customary operation of the Premises, including, without limitation, water and sewer taps.
7.4 **Due on Sale.** Except as permitted by Sections 5.1(d),(f) and (g) or except for Approved Leases, or except as a result of transfers of interests in the members of Borrower, or as otherwise expressly permitted under any of the Loan Documents, or except as a result of a partial condemnation, if Borrower shall sell, convey, encumber, assign or transfer all or part of its interest in the Premises or any interest therein without the prior written consent of Bank, Bank may, at Bank’s option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration of or other notice, or any other action, all of which are hereby waived by Borrower and all other parties obligated in any manner on the Note and other Obligations, declare the Note and other monetary Obligations to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment or transfer, and upon such declaration the entire unpaid balance of the Note and other Obligations shall be immediately due and payable.
Easterling Culebra Apartments

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.
22. **TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.**

(a) Subject to subsection (f) below, the occurrence of any of the following events after the Conversion Date shall constitute an Event of Default under this Instrument:

1. a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

2. a Transfer of a Controlling Interest in Borrower;

3. a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Borrower;

4. a Transfer of all or any part of Key Principal’s ownership interests (other than limited partnership interests) in Borrower, or in any other entity which owns, directly or indirectly through one or more intermediate entities, an ownership interest in Borrower;

5. if Key Principal is an entity, (A) a Transfer of a Controlling Interest in Key Principal, or (B) a Transfer of a Controlling Interest in any entity which owns, directly or indirectly through one or more intermediate entities, a Controlling Interest in Key Principal;

6. if Borrower or Guarantor is a trust, the termination or revocation of such trust; and

7. a conversion of Borrower from one type of legal entity into another type of legal entity, whether or not there is a Transfer.

Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to exercise any of its remedies with respect to an Event of Default under this Section 22.

(f) The foregoing shall only be applicable to Transfers made after the Conversion Date (prior to the Conversion Date, Transfers will be governed by the terms of the Loan Agreement).
Emerald Village

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “Security Instrument”) dated as of September 8, 2016, is executed by Emerald Village Ltd., a limited partnership, organized and existing under the laws of Texas, as grantor (“Borrower”), to David B. Juran, as trustee (“Trustee”), for the benefit of DOUGHERTY MORTGAGE LLC, a limited liability company organized and existing under the laws of Delaware, as beneficiary (“Lender”).

“Lien” means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax lien, any materialman’s or mechanic’s lien, or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

“Permitted Encumbrance” means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, warrant, convey, bargain, sell, and assign the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Borrower covenants that Borrower will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.
This MULTIFAMILY LOAN AND SECURITY AGREEMENT (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “Loan Agreement”) is made as of the Effective Date (as hereinafter defined) by and between EMERALD VILLAGE LTD., a Texas limited partnership (“Borrower”), and DOUGHERTY MORTGAGE LLC, a Delaware limited liability company (“Lender”).

Section 11.02 Covenants.

(a) Liens; Encumbrances.

Borrower shall not permit the grant, creation, or existence of any Lien, whether voluntary, involuntary, or by operation of law, on all or any portion of the Mortgaged Property (including any voluntary, elective, or non-compulsory tax lien or assessment pursuant to a voluntary, elective, or non-compulsory special tax district or similar regime) other than:

1. Permitted Encumbrances:

2. the creation of:

   A) any tax lien, municipal lien, utility lien, mechanics’ lien, materialmen’s lien, or judgment lien against the Mortgaged Property if bonded off, released of record, or otherwise remedied to Lender’s satisfaction within sixty (60) days after the earlier of the date Borrower has actual notice or constructive notice of the existence of such lien; or

   B) any mechanics’ or materialmen’s liens which attach automatically under the laws of any Governmental Authority upon the commencement of any work upon, or delivery of any materials to, the Mortgaged Property and for which Borrower is not delinquent in the payment for any such work or materials; and

3. the lien created by the Loan Documents.

(b) Transfers.

1. Mortgaged Property.

Borrower shall not Transfer, or cause or permit a Transfer of, all or any part of the Mortgaged Property (including any interest in the Mortgaged Property) other than:

A) a Transfer to which Lender has consented in writing;

B) Leases permitted pursuant to the Loan Documents;

C) [reserved];

D) a Transfer of obsolete or worn out Personality or Fixtures that are contemporaneously replaced by items of equal or better function and quality which are free of Liens (other than those created by the Loan Documents);
(E) the grant of an easement, servitude, or restrictive covenant to which Lender has consented, and Borrower has paid to Lender, upon demand, all costs and expenses incurred by Lender in connection with reviewing Borrower’s request;

(F) a lien permitted pursuant to Section 11.02(a) of this Loan Agreement; or

(G) the conveyance of the Mortgaged Property following a Foreclosure Event.

"Permitted Encumbrance" has the meaning set forth in the Security Instrument.

"Security Instrument" means that certain multifamily mortgage, deed to secure debt or deed of trust executed and delivered by Borrower as security for the Mortgage Loan and encumbering the Mortgaged Property, including all riders or schedules attached thereto, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Transfer" means:

(a) a sale, assignment, transfer or other disposition (whether voluntary, involuntary, or by operation of law), other than Residential Leases, Material Commercial Leases or non-Material Commercial Leases permitted by this Loan Agreement;

(b) a granting, pledging, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary, or by operation of law);

(c) an issuance or other creation of a direct or indirect ownership interest;

(d) a withdrawal, retirement, removal or involuntary resignation of any owner or manager of a legal entity; or

(e) a merger, consolidation, dissolution or liquidation of a legal entity;
Encino Pointe

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS AMENDED AND RESTATED SECOND LEASEHOLD MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING (the “Instrument”) is made to be effective this 1st day of March, 2012, by ENCINO POINTE, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 4101 Parkstone Heights Drive, Ste. 280, Austin, Texas 78746, as trustor (“Borrower”), to NICHOLAS A. PIRULLI, as trustee (“Trustee”), for the benefit of FEDERAL HOME LOAN MORTGAGE CORPORATION, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States of America, whose address is 8200 Jones Branch Drive, McLean, Virginia 22102, as beneficiary (“Lender”). Borrower’s organizational identification number, if applicable, is 801083917.

Borrower warrants and represents that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the schedule of exceptions to coverage in the title policy issued to and accepted by Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender’s interest in the Mortgaged Property (the “Schedule of Title Exceptions”). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions.

16. LIENS; ENCUMBRANCES. Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a “Lien”) on the Mortgaged Property (other than the lien of the Bond Mortgage, the Third Mortgage, the Fourth Mortgage and this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a “Transfer” which constitutes an Event of Default and subjects Borrower to personal liability under the Reimbursement Agreement.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER. [RIGHT TO UNLIMITED TRANSFERS -- WITH LENDER APPROVAL].
(a) “Transfer” means
(i) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law);
(ii) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law);
59. REPRESENTATIONS AND WARRANTIES REGARDING GROUND LEASE. Borrower warrants and represents to Lender that, as of the date of this Instrument:

(a) The Ground Lease is in full force and effect in accordance with its terms.

(b) Borrower has not waived, canceled or surrendered any of its rights under the Ground Lease.

(c) Borrower is the sole owner of, and has good and marketable title to, the Leasehold Estate.

(d) The Leased Premises and the Mortgaged Property are free and clear of all liens, encumbrances and other matters affecting title, other than the lien of this Instrument and the easements and restrictions listed in a schedule of exceptions to coverage in the title insurance policy issued to Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender’s interest in the Mortgaged Property.

(e) There is no existing Ground Lessee Default and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessee Default.

(f) To the best of Borrower’s knowledge, there is no existing Ground Lessor Default and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessor Default.
Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.
2.1 **Events of Default.** The Debt shall become due at the option of the Beneficiary upon the occurrence of any one or more of the following events (each of which is hereby deemed and referred to as an "Event of Default", provided, however, that the occurrence of an event described in subparagraph (k) below shall result in an automatic acceleration of the Debt):

(d) if, except as to condemnation transfers, Permitted Encumbrances (as defined in the Loan Agreement), Permitted Partnership Transfers (as defined in the Loan Agreement), or as otherwise permitted under the Loan Documents without the written consent of the Beneficiary (which consent in any and all circumstances may be withheld in the sole and absolute discretion of the Beneficiary), any part of the Property or any interest of any nature whatsoever therein or any ownership interest of any nature whatsoever in the Trustor, or its general partners is in any manner, by operation of law or otherwise, whether directly or indirectly, further encumbered, sold, transferred, assigned or conveyed, and irrespective of whether any such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason or operation of law or is otherwise made;
Gibraltar Senior

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Instrument") is made to be effective this 21st day of March, 2012, by THE GIBRALTAR SENIOR, LTD., a limited partnership organized and existing under the laws of Texas, whose address is c/o NRP Group LLC, 5309 Transportation Boulevard, Cleveland, Ohio 44125, as trustor ("Borrower"), to MARK S. SHIEMBOB, as trustee ("Trustee"), for the benefit of CWCAPITAL LLC, a limited liability company organized and existing under the laws of Massachusetts, whose address is One Charles River Place, 63 Kendrick Street, Needham, Massachusetts 02494, as beneficiary ("Lender"). Borrower's organizational identification number, if applicable, is 800870758.

Borrower warrants and represents that Borrower is lawfully seized of the Mortgaged Property and has the right, power, and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the Schedule of Exceptions to Coverage in the title policy issued to and accepted by Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property ("Schedule of Title Exceptions"). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions.

THIS MULTIFAMILY LOAN AND SECURITY AGREEMENT ("Loan Agreement") is dated as of the 21st day of March, 2012 and is made by and between THE GIBRALTAR SENIOR, LTD., a Texas limited partnership, having its principal place of business at c/o NRP Group LLC, 5309 Transportation Boulevard, Cleveland, Ohio 44125 ("Borrower"), and CWCAPITAL LLC, a Massachusetts limited liability company, having an address at One Charles River Place, 63 Kendrick Street, Needham, Massachusetts 02494 (together with its successors and assigns, "Lender").

"Lien" means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

"Security Instrument" means the mortgage, deed of trust, deed to secure debt or other similar security instrument encumbering the Mortgaged Property and securing Borrower’s performance of its Loan obligations, including Borrower’s obligations under the Note and this Loan Agreement (including any Amended and Restated Security Instrument, Consolidation, Modification and Extension Agreement, Extension and Modification Agreement or similar amendment to or amendment of the existing Security Instruments).
"Transfer" means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.
7.02 **Prohibited Transfers.** The occurrence of any of the following Transfers will constitute an Event of Default under this Loan Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or, if this Loan Agreement is entered into in connection with a Supplemental Loan, the Lien of the Senior Instrument, or any other Lien to which Lender has consented.

(b) A Transfer or series of Transfers of any legal or equitable interest of any Guarantor which owns a direct or indirect interest in Borrower that result(s) in such Guarantor no longer owning any direct or indirect interest in Borrower.

(c) A Transfer or series of Transfers of any legal or equitable interest since the Closing Date that result(s) in a change of more than 50% of the ownership interests (or beneficial interests, if the applicable entity is a trust) in Borrower or any Designated Entity for Transfers.

(d) A Transfer of any general partnership interest in a partnership, or any manager interest (whether a member manager or nonmember manager) in a limited liability company, or a change in the trustee of a trust other than as permitted in Section 7.04, if such partnership, limited liability company, or trust, as applicable, is the Borrower or a Designated Entity for Transfers.

(e) If Borrower or any Designated Entity for Transfers is a corporation other than a real estate investment trust whose outstanding voting stock is held by 100 or more shareholders, one or more Transfers by a single transferor within a 12-month period affecting an aggregate of 10% or more of that stock.

(f) If Borrower is a trust (i) the termination or revocation of the trust, or (ii) the removal, appointment or substitution of a trustee of the trust.

(g) The grant, creation or existence of any Lien, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, on any ownership interest in Borrower or any Designated Entity for Transfers, if the foreclosure of such Lien would result in a Transfer prohibited under Sections 7.02(b), (c), (d), or (e).
7.03 **Conditionally Permitted Transfers.** The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.

(b) **Easement, Restrictive Covenant or Other Encumbrance.** The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Lender with at least 30 days prior Notice of the proposed grant and pays the Transfer Review Fee to Lender.

(ii) Prior to the grant, Lender determines, in Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Lender in connection with reviewing Borrower’s request for Lender’s review of such grant of easement, restrictive covenant or other encumbrance, provided, however, that Lender will not be entitled to collect a Transfer Fee.
Harris Ridge

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING WITH JOINER OF FEE OWNER (this ‘Deed of Trust’) is made to be effective as of the 1st day of November, 2017, by HARRIS RIDGE APARTMENTS, LTD., a limited partnership organized and existing under the laws of the State of Texas (herein referred to as “Grantor”), whose address is c/o Housing Authority of The City Of Austin, 1124 S. IH 35, Austin, Texas 78704, to PRLAP, INC., a Texas corporation (“Trustee”), whose address is 901 Main Street, Dallas, Texas 75202-3714, for the benefit of BANK OF AMERICA, N.A., a national banking association (“Bank”), whose address is 1800 K Street NW, 4th Fl., Mail Code DC1-842-04-02, Washington, DC 20006, and any other Beneficiary (defined below).

Section 5.1 Encumbrances.

Article V

Negative Covenants.

Except for such utility and service easements and agreements as are customary for projects of like kind, Grantor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after Grantor received notice of any mechanic’s lien or other Lien or Encumbrance against the Property, Grantor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Beneficiary’s security has been protected by the filing of a bond or otherwise in a manner satisfactory to Beneficiary in its sole and absolute discretion, Grantor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Grantor does so diligently and without prejudice to Beneficiary or delay in completing construction of the Improvements. Grantor shall give Beneficiary Notice of its receipt or knowledge of notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property. Grantor agrees that it will indemnify and hold Beneficiary harmless against any actual loss or liability, cost or expense, including any judgments, reasonable attorneys’ fees and costs, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging priority under the lien of this Deed of Trust (except for the Senior Lender under the Senior Deed of Trust).

Section 5.2 Transfer of the Property.

Except for Transfers as a result of eminent domain or in order to obtain utility easements, including service lines and the Permitted Encumbrances, Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Deed of Trust) or that certain Right of First Refusal Agreement of even date herewith in favor of the Ground Lessee (the ‘ROFR’), which ROFR is subordinate to the lien of this Deed of Trust.

THIS CONTINUING COVENANT AGREEMENT (“Continuing Covenant Agreement”) is dated as of [CONVERSION DATE] and is made by and between HARRIS RIDGE APARTMENTS, LTD., a Texas limited partnership (“Borrower”), and KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Funding Lender under the Funding Loan Agreement referenced below (together with its successors and assigns in such capacity, the “Funding Lender”).

“Improvements” means the buildings, structures and improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.
“Lien” means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

“Mortgaged Property” means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) The Land, or, if Borrower’s interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.

(ii) The Improvements.

“Transfer” means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower, a Designated Entity for Transfers, or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.

7.02 Prohibited Transfers. The occurrence of any of the following Transfers will constitute an Event of Default under this Continuing Covenant Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or any other Lien to which Funding Lender has consented.

7.03 Conditionally Permitted Transfers. The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.
Easement, Restrictive Covenant or Other Encumbrance. The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Funding Lender with at least 30 days prior Notice of the proposed grant.

(ii) Prior to the grant, Funding Lender determines, in Funding Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Funding Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Funding Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Funding Lender in connection with reviewing Borrower’s request for Funding Lender’s review of such grant of easement, restrictive covenant or other encumbrance, provided, however, that Funding Lender will not be entitled to collect a Transfer Fee.
Mercantile Apartments

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING WITH JOINDER OF FEE OWNER (this "Leasehold Deed of Trust") is made to be effective as of the 30th day of September, 2016, by MERCANTILE APARTMENTS LTD., a limited partnership organized and existing under the laws of the State of Texas (herein referred to as "Grantor"), whose address is c/o Fort Worth Housing Finance Corporation, 1000 Throckmorton Street, Ft. Worth, Texas 76102, to PRLAP, INC., a Texas corporation ("Trustee"), whose address is 901 Main Street, Dallas, Texas 75202-3714, for the benefit of BANK OF AMERICA, N.A., a national banking association ("Bank"), whose address is 730 15th Street, NW, 3rd Floor, Mail Code DC1-701-03-14, Washington, D.C. 20005 and any other Beneficiary (defined below).

Article V
Negative Covenants.

Section 5.1 Encumbrances.

Except for such utility and service easements and agreements as are customary for projects of like kind, Grantor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after Grantor received notice of any mechanic's lien or other Lien or Encumbrance against the Property, Grantor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Beneficiary's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Beneficiary in its sole and absolute discretion, Grantor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Grantor does so diligently and without prejudice to Beneficiary or delay in completing construction of the Improvements. Grantor shall give Beneficiary Notice of its receipt or knowledge of notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Except for Transfers as a result of eminent domain or in order to obtain utility easements including service lines and the Permitted Encumbrances, Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Leasehold Deed of Trust) or that certain Right of First Refusal Agreement of even date herewith in favor of the Fort Worth Housing Finance Corporation (the "ROFO"), which ROFO is subordinate to the lien of this Leasehold Deed of Trust.

THIS CONTINUING COVENANT AGREEMENT ("Continuing Covenant Agreement") is dated as of [CONVERSION DATE] and is made by and between MERCANTILE APARTMENTS LTD., a Texas limited partnership ("Borrower"), and JONES LANG LASALLE MULTIFAMILY, LLC, a Delaware limited liability company, in its capacity as Funding Lender under the Funding Loan Agreement referenced below (together with its successors and assigns in such capacity, "Funding Lender").

"Improvements" means the buildings, structures and improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.
“Lien” means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

“Mortgaged Property” means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) The Land, or, if Borrower’s interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.

(ii) The Improvements.

“Transfer” means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower, a Designated Entity for Transfers, or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.

7.02 Prohibited Transfers. The occurrence of any of the following Transfers will constitute an Event of Default under this Continuing Covenant Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or any other Lien to which Funding Lender has consented.

7.03 Conditionally Permitted Transfers. The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.
(b) Easement, Restrictive Covenant or Other Encumbrance. The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Funding Lender with at least 30 days prior Notice of the proposed grant and pays the Transfer Review Fee to Funding Lender.

(ii) Prior to the grant, Funding Lender determines, in Funding Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Funding Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Funding Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Funding Lender in connection with reviewing Borrower’s request for Funding Lender’s review of such grant of easement, restrictive covenant or other encumbrance; provided, however, that Funding Lender will not be entitled to collect a Transfer Fee.
Palo Alto

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, With Joinder of Fee Owner is dated as of July 1, 2015 (hereinafter called this “Deed of Trust”) and executed by PALO ALTO APARTMENTS, LTD., a Texas limited partnership (the “Grantor”), the mailing address of the Grantor being set forth on the execution page hereof, to: AMEGY BANK NATIONAL ASSOCIATION, a national banking association, 1801 Main Street, 8th Floor, Houston, Texas 77002, as Trustee, and also to any substitute or successor Trustee as hereinafter provided (all of whom shall be included within the term “Trustee” as used hereinafter), for the use and benefit of the SAN ANTONIO HOUSING TRUST FINANCE CORPORATION, a Texas housing finance corporation (the “Issuer”) and its successors and assigns as the beneficiary hereunder and the owner and holder of a senior lien promissory note (the “Note”) of even date herewith (who shall be included within the term “Beneficiary”, “assignee” and “Secured Party” as used hereinafter), in the stated original aggregate principal amount of $19,540,000 executed by the Grantor and payable to Issuer, which Note together with the liens securing the same are being assigned and transferred by assignment of even date herewith to AMEGY BANK NATIONAL ASSOCIATION, a national banking association, as trustee (in such capacity, the “Indenture Trustee”) under an Indenture of Trust dated as of July 1, 2015 (the “Indenture”) between the Issuer and the Indenture Trustee, whose mailing address is 1801 Main Street, 8th Floor, Houston, Texas 77002, and any successor trustee appointed pursuant to the Indenture.

“Encumbrance” means any deed of trust, mortgage, pledge, lien, security interest, charge or other encumbrance, including but not limited to any covenant or agreement restricting, regulating or otherwise affecting the use of the Land or the Mortgaged Properties.

“Permitted Encumbrances” means (i) the Loan Agreement and this Deed of Trust; (ii) all encumbrances shown on Schedule B of the T-2 Loan Policy (“Title Policy”) issued by Stewart Title Guaranty Company to Beneficiary on the Closing Date; (iii) the Construction Credit Facility; (iv) any other encumbrances listed in the Title Policy as of the Closing Date, including without limitation the security documents and regulatory agreements recorded on behalf of the Subordinate Lender (as defined in the Loan Agreement); (v) any liens, taxes or other governmental charges which are not yet due and payable; (vi) any lien, including but not limited to, mechanics’ liens, or other liens resulting from a good faith dispute on the part of the Grantor, which dispute the Grantor agrees to resolve diligently, unless the Indenture Trustee determines the priority of the lien of this Deed of Trust on any part of the Project would be endangered or any part of the Project would be subject to loss or forfeiture, and, within ten (10) Business Days following written notice of such determination, the Grantor shall not have either satisfied the claims giving rise to such liens or posted a bond or obtained an insurance policy to cover such lien; (vii) easements and rights-of-way granted by Grantor to utility providers and the City of San Antonio, Texas in connection with the platting of the Project; and (viii) any and all utility easements for the benefit of the Project.
SECTION 6.3. Debtors' Warranties and Representations. Debtors warrant and represent to Secured Party that, except for the security interest granted hereby in the Collateral, Debtors are the owners and holders of the Collateral, free of any adverse claim, security interest or encumbrance (other than as disclosed in Exhibit B hereto), and Debtors agree to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtors further warrant and represent with respect to the Collateral that they have not heretofore signed any financing statement and that no financing statements signed by Debtors are now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

SECTION 7.4. Compliance with Laws. The Grantor will perform and comply promptly with, and cause the Project to be maintained, used, and operated in accordance with, any and all (i) present laws, ordinances, rules, regulations, and requirements (as each of the same may be amended from time to time) of every duly-constituted governmental or quasi-governmental authority or agency applicable to the Grantor or the Project, including, without limitation, the Americans with Disabilities Act of 1990 and the Fair Housing Act; (ii) similarly applicable orders, rules, and regulations of any regulatory, licensing, accrediting, insurance underwriting, or rating organization, or other body exercising similar functions; (iii) similarly applicable duties or obligations of any kind imposed under any Permitted Encumbrance or otherwise by law, covenant, condition, agreement, or easement, public or private; and (iv) policies of insurance at any time in force with respect to the Project. If the Grantor receives any notice that the Grantor or the Project is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, the Grantor will promptly furnish a copy of such notice to the Beneficiary.

(a) Zoning; Title Matters. The Grantor warrants that the Project is currently zoned such that the Grantor may lawfully operate a multifamily facility thereon. The Grantor also warrants that it will not, without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed, (i) initiate or support any zoning reclassification of the Mortgaged Properties, the Project, or the Improvements, seek any variance under existing zoning ordinances applicable to the Mortgaged Properties, the Project or the Improvements, or use or permit the use of the Mortgaged Properties, the Project, and Improvements in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances; (ii) modify, amend, or supplement any of the Permitted Encumbrances except utility distribution easements across the Land which will permit utility service to the Project; (iii) impose any restrictive covenants or encumbrances (other than the Permitted Encumbrances) upon the Mortgaged Properties, execute or file any subdivision plat affecting the Mortgaged Properties, or the Improvements, or consent to the annexation of the Mortgaged Properties, or the Improvements to any municipality except utility distribution easements across the Land which will permit utility service to the Project; or (iv) permit or suffer the Mortgaged Properties, and the Improvements to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.
(d) **Lien Priority.** The Grantor covenants and agrees that, should it be discovered after the execution and delivery hereof, that there is a lien or encumbrance of any nature whatsoever (other than Permitted Encumbrances or described herein) upon the Mortgaged Properties or any part thereof, equal or superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein, or the execution or acknowledgment hereof, the Grantor shall immediately give written notice, together with a copy of such lien or encumbrance, to the Beneficiary and shall immediately thereafter, but in no event later than thirty (30) days of discovery of such lien or encumbrance, correct such defects in such title, or remove said liens or encumbrances or homestead claim, or correct such error or defect in this Deed of Trust or its execution or any acknowledgment hereof and provide evidence thereof to the Beneficiary.

(h) **No Pledges or Mortgages.** The Grantor covenants and agrees that the Beneficiary may treat any mortgage, pledge, hypothecation, or encumbrance of the Mortgaged Properties or any interest therein other than the Permitted Encumbrances (collectively referred to as the “Pledge”), whether or not such Pledge is expressly subordinate to the lien of this Deed of Trust, as an Event of Default and thereupon may invoke any remedies permitted by this Deed of Trust.

**EXHIBIT B**

**Permitted Encumbrances**

All encumbrances shown on Schedule B of the T-2 Loan Policy, File No. 1302937892, issued by Stewart Title Guaranty Company to Amegy Bank National Association, as Trustee on behalf of the holders of the Bonds.
Race Street Lofts

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS MULTIFAMILY LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Instrument") is dated as of the 28th day of June, 2011, by Race Street Loft, Ltd., a limited partnership organized and existing under the laws of Texas, whose address is 1000 Throckmorton Street, Fort Worth, TX 76102 as trustor ("Borrower"), to PRLAP, Inc., a Texas corporation, whose address is 901 Main Street, Dallas, TX 75202-3714, as trustee ("Trustee"), for the benefit of Bank of America, N.A., a national banking association, whose address is 100 S. Charles Street, 4th Floor, Mail Code: MD4-325-04-25, Baltimore, MD 21201, as beneficiary ("Lender").

(a) "Transfer" means (A) a sale, assignment, transfer, or other disposition (whether voluntary, involuntary or by operation of law); (B) the grant, creation, or attachment of a lien, encumbrance, or security interest (whether voluntary, involuntary or by operation of law); (C) the issuance or other creation of a direct or indirect ownership interest; or (D) the withdrawal, retirement, removal or involuntary resignation of any owner or manager of a legal entity. The term Transfer shall not mean or include: (i) conveyance of the Mortgaged Property by reason of condemnation or (ii) if a Key Principal is an entity, the pledge or collateral assignment by Key Principal of the economic benefits or rights to cash flow attributable to the ownership interest in Key Principal made in the ordinary course of its business as part of a financing or credit transaction.

16. LIENS; ENCUMBRANCES.

Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument and other liens permitted by the Loan Documents) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

(i) a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

56. ADDITIONAL REPRESENTATIONS AND WARRANTIES.

1. Without limiting any other representations or warranties made by Borrower in this Instrument, Borrower hereby represents and warrants to Lender as follows:
(r) Borrower has good and marketable title to the Mortgaged Property and has the
right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same and
Borrower possesses an unencumbered leasehold estate in the Land and the Improvements and it
owns the Mortgaged Property free and clear of all liens, encumbrances and charges whatsoever
except for those exceptions shown in the title insurance policy insuring the lien of this Instrument
and any liens, encumbrances or security interests contemplated or permitted by the Loan
Documents (the "Permitted Exceptions"). None of the Permitted Exceptions, individually or in
the aggregate, materially interferes with the benefits of the security intended to be provided by
the Loan Documents, materially and adversely affects the value of the Mortgaged Property,
impairs the use or the operation of the Mortgaged Property or impairs Borrower's ability to pay
its obligations in a timely manner.
San Juan III

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Leasehold Deed of Trust, Security Agreement and Assignment of Rents and Leases (hereinafter called "Deed of Trust"), executed by San Juan III, Ltd. (hereinafter called "Grantor,"), the mailing address of Grantor being set forth on the execution page hereof; Bob Waggoner, as mortgage trustee, whose mailing address is 818 S. Flores Street, San Antonio, Texas 78204, and also to any substitute or successor mortgage trustee as hereinafter provided (all of whom shall be included within the term "Mortgage Trustee" as used hereinafter); for the use and benefit of the Housing Authority of the City of San Antonio, Texas, whose mailing address is 818 South Flores Street, San Antonio, Texas 78204, and any subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included within the term "Beneficiary" as used hereinafter), as beneficiary, assignee, and Secured Party, as more fully hereinafter set forth.

TO HAVE AND TO HOLD the hereinafore described properties, together with the rights, privileges, and appurtenances thereto belonging (all of which properties, rights, privileges, and appurtenances are hereinafter collectively called the "Mortgaged Properties"), unto the said Mortgage Trustee and to his substitutes or successors forever, and Grantor does hereby bind itself, its successors, assigns, and legal representatives to warrant and forever defend all and singular the Mortgaged Properties unto the Mortgage Trustee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject only to the specific matters, if any, set forth in Schedule B of that certain Mortgagors Title Policy issued by Stewart Title Guaranty Company (the "Title Company") under File No. 12331205, specifically including, but not limited to, that certain First Leasehold Deed of Trust, Assignment of Rent, Security Agreement and Fixture Filing (with Power of Sale) of even date herewith made for the benefit of San Antonio Housing Finance Corporation ("Senior Lender"), that certain Second Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith made for the benefit of Community and Southern Bank and the Regulatory and Operating Agreement (the "Permitted Encumbrances").

4.2. Debtors Covenants. Debtors covenant and agree with Secured Party as follows:

(a) In addition to any other remedies granted in this Deed of Trust to Secured Party or the Mortgage Trustee (including specifically, but not limited to, the right to proceed against all the Mortgaged Properties in accordance with the rights and remedies in respect of those Mortgaged Properties which are real property pursuant to section 9.604(a) of the Uniform Commercial Code), Secured Party may, should an Event of Default exist, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Properties (such portion of the Mortgaged Properties being referred to in this Article 4 as the "Collateral"), and shall have and may exercise with respect to the Collateral all the
4.3. Debtors’ Warranties and Representations. Debtors warrant and represent to
Secured Party that, except for the security interest granted hereby in the Collateral, to its
knowledge, Debtors are the owners and holders of the Collateral, free of any adverse claim,
security interest or encumbrance (other than the Permitted Encumbrances), and Debtors agree to
defend the Collateral against all claims and demands of any person at any time claiming the same
or any interest therein. Debtors further warrant and represent with respect to the Collateral that
they have not heretofore signed any financing statement and that no financing statements signed
by Debtors are now on file in any public office except those statements true and correct copies of
which have been delivered to Secured Party and those filed in connection with prior mortgages
and security interests.

5.1. Covenants and Warranties of Grantor. As further assurances with regard to the
Secured Obligations, the Grantor hereby covenants, warrants, and agrees in favor of Beneficiary,
as follows:

(d) Grantor will protect and maintain in good order, repair and condition at all
times, except for ordinary wear and tear, the Mortgaged Properties, including without
limitation all fixtures, utility services, parking areas, access roads and landscaping in
existence from time to time and all Personal Property now or hereafter acquired and used
in connection with the operation of the Mortgaged Premises, promptly replacing any
fixtures or Personal Property which has become lost, destroyed or unsuitable for use with
other property of similar character and quality to the extent revenues are available after
payment of any mandatory debt service.

Grantor covenants and agrees that, should it be discovered after the execution and
delivery hereof, that there is a lien or encumbrance of any nature whatsoever (other than
Permitted Encumbrances) upon the Mortgaged Properties or any part thereof, equal or
superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein, or
the execution or acknowledgment hereof, Grantor shall, upon demand from Beneficiary,
correct such defects in such title, or remove said liens or encumbrances or homestead
claim, or correct such error or defect in this Deed of Trust or its execution or any
acknowledgment hereof.

This Agreement (as amended, modified or supplemented from time to time, this “Agreement”)-
made as of April 1, 2013, by and between SAN JUAN III, LTD., a limited liability company, organized
and existing under the laws of the State of Texas (together with its permitted successors and assigns, the
“Borrower”), and SAN ANTONIO HOUSING FINANCE CORPORATION, a non-profit housing
finance corporation duly organized and validly existing under the laws of the State of Texas (the
“Issuer”).

Section 5.2 Power, Authorization and No Conflicts. The Borrower has all requisite power
and authority and the legal right to own and operate its properties and to conduct its business and
operations as they are currently being conducted and as proposed to be conducted by it. The execution,
delivery and performance by the Borrower of this Agreement and the other Bond Documents to which the
Borrower is a party and the Subordinate Debt Documents (i) are within the Borrower’s powers, (ii) have
been duly authorized by all necessary company and legal action by and on behalf of the Borrower, and
(iii) do not contravene the partnership agreement, operating agreement, articles of organization, or
certificate of limited partnership of the Borrower or, to the Borrower’s knowledge, the General Partner, as
applicable, or any Legal Requirement applicable to the Borrower or, to the Borrower’s knowledge, the
General Partner or any Material Contract or restriction binding on or affecting the Borrower, the General
Partner or any of their respective assets, or result in the creation of any mortgage, pledge, lien or
encumbrance upon any of its assets other than as provided by the terms thereof.
Section 5.8 Title to Properties; Liens and Encumbrances. The Borrower is the owner of a leasehold interest in the land on which the Project Facilities and the Improvements will be situated and will be fee simple owner of the Improvements thereon, free and clear of all liens or encumbrances except for the Permitted Encumbrances. All such real property, fixtures and equipment necessary to the conduct of the business of the Borrower and the operation of the Project Facilities will be in reasonable working order and are suitable for the purposes for which they are presently being used. To the Borrower's knowledge, there exist no liens, encumbrances or other charges against the Project Facilities (including without limitation statutory and other liens of mechanics, workers, contractors, subcontractors, suppliers, taxing authorities and others), except Permitted Encumbrances.

Section 6.13 Negative Pledge: No Sale.

(a) The Borrower will not create, incur, assume or permit to exist any mortgage, pledge, security interest, encumbrance or other Lien upon the Project Facilities or any property, tangible or intangible, now owned or hereafter acquired (including without limitation property leased to or being acquired by the Borrower under capital leases or installment sale agreements), by the Borrower (the sale with recourse of receivables or any "sale and lease back" of any fixed assets being deemed to be the giving of a lien thereon for money borrowed), other than Permitted Encumbrances.

(b) Other than Permitted Transfers and the making of residential leases, the Borrower shall not sell, assign, transfer, convey or otherwise dispose of the Project Facilities (and otherwise as permitted in Section 6.18 herein), or any part thereof, or permit or consent to a Sale without in each instance (i) obtaining the express prior written consent of the Controlling Person and the Majority Owner Representative, which consent may be withheld or granted (subject to the payment of such fees and the satisfaction of other conditions as set forth in Section 1.12 of the Mortgage) in the Controlling Person's and the Majority Owner Representative's sole and absolute discretion; and (ii) complying with the applicable requirements of the Regulatory Agreement.

(c) Without obtaining prior written consent of the Controlling Person and the Majority Owner Representative, the Borrower will not create, incur, assume, guarantee or be or remain liable for any Indebtedness other than (i) Indebtedness under the Bond Documents, (ii) the Subordinate Debt, (iii) Indebtedness under the Construction Credit Facility, and (iv) current liabilities of the Borrower relating to the Project incurred in the ordinary course of business but not incurred through the borrowing of money or obtaining of credit.

(d) In the event the Class B Limited Partner is removed as a limited partner pursuant to a transfer described in clause (ix) of the definition of "Permitted Transfer" in the Indenture, the Borrower shall cause one or more individuals or entities acceptable to the Controlling Person, in its sole and absolute discretion, to execute and deliver to the Trustee a guaranty in a form acceptable to the Controlling Person, in its sole and absolute discretion, so long as upon such acceptance, the existing Guarantor shall be liable only under the guaranty for matters that arose prior to the date of such a transfer.

(e) In the event the Class B Limited Partner proposes to transfer its limited partner interest in the Borrower to the San Antonio Housing Authority or its affiliate (the "SLP Transferee") pursuant to a transfer described in clause (viii) of the definition of "Permitted Transfer" in the Indenture, the Controlling Person shall consent to such transfer so long as: (i) such transfer occurs at
Section 9.13  Nonrecourse.

(a)  Notwithstanding anything to the contrary contained in this Agreement or the other Bond Documents, the Issuer agrees that, in connection with the exercise of any rights or remedies available to the Issuer under this Agreement or any of the other Bond Documents (other than the Environmental Indemnity), the Issuer shall look solely to the enforcement of the lien and security interests created by this Agreement and the other Bond Documents and to the collateral and other security held by the Trustee.

(b)  Notwithstanding the preceding subsection, the Borrower and the Guarantor shall be personally liable for, and subject to, judgments and deficiency decrees arising from and to the extent of any loss suffered by the Issuer, the Trustee, the Controlling Person, the Majority Owner Representative or the Bondholders as a result of:

(x)  the amount of any Lien voluntarily placed by the Borrower against any of the Project Facilities or any other Collateral given for the transactions contemplated hereby other than Permitted Encumbrances.
**San Juan Square**

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

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**THIS DEED OF TRUST OF REAL PROPERTY, SECURITY AGREEMENT OF PERSONAL PROPERTY AND ASSIGNMENT OF RENTS AND PROFITS** (the “Deed of Trust”), made as of this 8th day of December, 2006, between STEARNS BANK NATIONAL ASSOCIATION a national banking association organized and existing under the laws of the United States of America, whose mailing address is 4191 2nd Street South, P.O. Box 7338, St. Cloud, Minnesota 55302 (hereinafter referred to as the “Beneficiary”), and SAN JUAN SQUARE, LTD., a limited partnership, organized and existing under the laws of the state of Texas (hereinafter referred to as the “Grantor”), whose address is 818 S. Flores Street, San Antonio, Texas, 78204 and Stewart Title of San Antonio (hereinafter referred to as “Trustee”) whose address is 2961 Mossrock, San Antonio, TX, 78230. SAN ANTONIO HOUSING FACILITY CORPORATION, a Texas nonprofit corporation (“Ground Lessor”), as owner of fee title to the Property, hereby joins this Deed of Trust as an additional grantor for purposes of encumbering the fee interest in the Property as set forth in the Joinder of Ground Lessor attached hereto and made a part hereof.

8.12 Sale or Encumbrance. Borrower shall not sell or encumber the Premises in any manner whatsoever without obtaining Lender’s written consent.
San Juan Square II

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS MULTIFAMILY CONSTRUCTION AND PERMANENT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the “Instrument”) is dated as of the 26th day of November, 2008, by SAN JUAN SQUARE II, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 818 South Flores, San Antonio, Texas 78204, as trustor (“Borrower”), to Nathan Russell as trustee (“Trustee”), for the benefit of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, whose address is 404 Fifth Avenue, 3rd Floor, New York, New York 10018, as beneficiary (“Lender”).

Borrower warrants and represents that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except for those permitted encumbrances shown on Exhibit B attached hereto (collectively, the “Permitted Exceptions”). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to the Permitted Exceptions.

(“Transfer” means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity. “Transfer” does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term “Transfer,” the term “partnership” shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term “partner” shall mean a general partner, a limited partner and a joint venturer.)
16. LIENS; ENCUMBRANCES.

Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default, except any Permitted Exception.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

(1) a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

58. REPRESENTATIONS AND WARRANTIES REGARDING GROUND LEASE.

Borrower warrants and represents to Lender that, as of the date of this Instrument: (i) the Ground Lease is in full force and effect in accordance with its terms; (ii) Borrower has not waived, canceled or surrendered any of its rights under the Ground Lease; (iii) Borrower is the sole owner of, and has good and indefeasible title to, the Leasehold Estate; (iv) the Leased Premises and the Mortgaged Property are free and clear of all liens, encumbrances and other matters affecting title, other than the lien of this Instrument and the Permitted Exceptions; (v) there is no existing Ground Lessee Default and to the best of Borrower's knowledge, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessee Default; and (vi) to the best of Borrower's knowledge, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessor Default.
Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.
Section 4.04. Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Article 3, upon the occurrence of an Event of Default and during the continuation thereof, the Beneficiary may, acting at the written direction of the Controlling Person, at the Controlling Person's option, may do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom the Grantor and all others claiming under the Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Grantor with respect to the Personal Property or any part thereof.

(ii) Without notice to or demand upon the Grantor, make such payments and do such acts as the Controlling Person may direct to protect the Beneficiary's security interest in the Personal Property (including paying, purchasing, contesting or compromising any Lien or Encumbrance (other than Permitted Encumbrances), whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including litigation costs and reasonable attorneys' fees) incurred in connection therewith;
The Mirabella

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.
THIS LOAN AGREEMENT is made and entered into as of April 1, 2010, by and between the SAN ANTONIO HOUSING FINANCE CORPORATION, a Texas nonprofit housing finance corporation and its successors and assigns (the “Issuer”), and THE MIRABELLA, LTD., a Texas limited partnership, its successors and assigns (the “Borrower”).

Section 2.02. Representations, Covenants and Warranties of the Borrower.

(k) The Borrower will not:

(i) except pursuant to the provisions of this Loan Agreement and the Supplemental Agreement or except upon a sale, transfer or conveyance of the Project in accordance with the terms of this Loan Agreement and the Regulatory Agreement, permit the sale, transfer, conveyance or encumbrance of the Project or any part thereof during the effective term of this Loan Agreement, the Supplemental Agreement, and the Regulatory Agreement, provided this covenant shall not apply to any encumbrance, conveyance or transfer in connection with a sale, transfer or other conveyance of the Project that complies with the requirements of this Loan Agreement, the Supplemental Agreement and the Regulatory Agreement;

(ii) except in connection with the construction of the Project, demolish any part of the Project or substantially remove from the Project any real or personal property except for the replacement of personal property with personal property performing substantially the same function; or

(iii) permit the use of any apartment dwelling unit for any purpose other than rental housing during the term of this Loan Agreement and the Regulatory Agreement (except for any unit used as a management office or any other use directly related to the operation of the Project and as may be authorized under Section 142(d) of the Code and the Regulatory Agreement).

(r) The Borrower owns the improvements on the Land and has a valid leasehold interest in the Land, free and clear of all liens, pledges, mortgages, security interests, charges, claims and other encumbrances, except for Permitted Encumbrances (as defined in the Mortgage), the Subordinate Debt Documents, and as otherwise provided in the Borrower Documents. The Mortgage (together with the Consent and Joinder executed by the Sole Member), when properly recorded, creates a valid perfected security interest in the Project in favor of the Issuer (which the Issuer has assigned to the Trustee), subject to no other liens or encumbrances arising by, through or under the Borrower or any other person, except as otherwise provided in the Borrower Documents, the Subordinate Debt Documents, and the Permitted Encumbrances.
Section 5.02. Sale or Lease of Project. Except as provided in Section 7.04, Section 10 of the Regulatory Agreement, and Section 18 of the Supplemental Agreement and subject to the further provisions of this Section, the Borrower will not lease the Project (except pursuant to the Ground Lease, leases to residential tenants and leases, licenses and easements to service providers (e.g., laundry, cable and similar services) other than exterior signs and sell and related towers or facilities in the normal course of business of the Borrower, “Permitted Leases”), in whole or in part, nor sell, mortgage, assign or otherwise encumber its interests in the Project, in whole or part, without the prior written consent of the Purchaser and the Issuer as described in Section 10 of the Regulatory Agreement or Section 18 (i) of the Supplemental Agreement. No lease, sale, assignment or encumbrance will be permitted if the effect thereof (i) would be to adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes, or (ii) would release the Borrower of any of its obligations under this Loan Agreement (except as otherwise provided in Section 7.04). Before any lease (except Permitted Leases), sale, assignment or encumbrance of the Project, the Borrower shall cause to be delivered to the Trustee an Opinion of Bond Counsel, addressed to the Trustee and in form and substance satisfactory to it, stating in effect that such lease, sale, assignment or encumbrance will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Borrower shall give at least 30 days' written notice to the Trustee and the Issuer of any such lease, sale, assignment or encumbrance, unless the Trustee and the Issuer waive the 30-day notice in writing.

Except for the transfers permitted in this Section, the transferring party will be entitled to a release from its obligations under this Loan Agreement (except for its obligations to indemnify the Issuer and the Trustee under Section 7.03) upon the Borrower's compliance with the provisions of Section 10 of the Regulatory Agreement.

THIS SUPPLEMENTAL AGREEMENT (the "Agreement") is made and entered into to be effective as of April 9, 2010, by and between THE MIRABELLA, LTD., a Texas limited partnership, its successors and assigns (“Borrower”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

1. Use of Defined Terms. The following terms when used in this Agreement shall, except where the context otherwise requires, have the following meanings. Terms used in this Agreement that are otherwise not defined shall have the meanings set forth in the Loan Agreement or in the Indenture.

(ddd) "Lien" means with respect to any Person, any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of each lessor under any capitalized lease), in, of or on any assets or properties of such Person, now owned or hereafter acquired, whether arising by agreement or operation of law.

(ppp) “Permitted Encumbrances” shall mean the liens, charges, encumbrances and charges listed on Schedule B-II of the Title Policy.
8. Covenants Regarding Construction of Infrastructure. In addition to the covenants set forth in the Loan Documents and those set forth in other sections of this Agreement, Borrower covenants and agrees as follows with respect to construction of the Improvements:

   (i) Sale, Transfer, Encumbrance. If Borrower sells, conveys, transfers or otherwise disposes of, or encumbers, all or any part of its interest in the Deed of Trust Property, whether voluntarily, involuntarily or by operation of law, in contravention of the provisions of this Agreement and without the prior written consent of Bank, Bank shall have the option to direct the Trustee to declare the Bonds and the Notes immediately due and payable without notice. Included within the foregoing actions requiring the prior written consent of Bank are: (a) sale of the Deed of Trust Property by deed or contract for deed and (b) mortgaging or granting a lien on the Deed of Trust Property, except as described in the Permitted Encumbrances or in Section 18 of this Agreement. Borrower shall give notice of any proposed action to the Bank at least thirty (30) days prior to taking such action. Borrower shall pay all costs and expenses incurred by Bank in evaluating any such action. Bank may condition such consent upon modification of the Bond Documents or the Notes and the payment of fees. No such action shall relieve the Borrower from liability for the Notes. The consent by Bank to any action shall not constitute a waiver of the necessity of such consent to any subsequent action. Notwithstanding the foregoing, the interests of the limited partner of the Borrower shall be freely assignable to any affiliate of NRP Group, LLC, and any such assignment shall not be deemed to violate the foregoing provision and shall not require the consent of the Bank. In the event the Bank consents to the assignment of the interests of the limited partner to a person other than NRP Group, LLC, the Bank agrees it shall release the Guarantors from their obligations under the Guaranties and the Guaranties shall be of no further force or effect. In addition, the removal of the General Partner of Borrower pursuant to the Limited Partnership Agreement or the Master Agreement shall not constitute an Event of Default hereunder, but installation of a substitute general partner of the Borrower shall require the Bank’s written consent which consent may not be unreasonably withheld, delayed or conditioned.

18. Prohibition on Liens. The Borrower will not create, incur, assume or suffer to exist any Lien, or enter into any arrangement for the acquisition of any property through conditional sale, lease-purchase or other title retention agreements except:

   (vii) Encumbrances in the nature of zoning restrictions, easements and rights or restrictions of record on the use of real property and landlord’s Liens under leases on the premises rented, which do not materially detract from the value of such property or impair the use thereof in the business of the Borrower;
THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as amended from time to time, this "Regulatory Agreement") dated as of April 1, 2010, among SAN ANTONIO HOUSING FINANCE CORPORATION (the "Issuer"), a nonprofit housing finance corporation of the State of Texas (the "State") incorporated with the approval of the City of San Antonio, Texas (the "City"), pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended (the "Act"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors and assigns, the "Trustee"), with its designated corporate trust offices in Houston, Texas, and THE MIRABELLA, LTD., a Texas limited partnership (together with its successors and assigns, the "Borrower").

Section 10. Sale or Transfer of the Project. The Borrower hereby covenants and agrees not to voluntarily sell, transfer, or otherwise dispose of the Project, or any leasehold interest therein or portion thereof (other than leases for individual tenant use as contemplated hereunder and easements necessary for the ordinary course of business and obsolete personal property), without obtaining the prior written consent of the Issuer which consent shall not be unreasonably withheld or delayed by the Issuer and shall be given by the Issuer if (a) the purchaser or transferee shall covenant to operate the Project in such a manner as to comply with the provisions of this Regulatory Agreement; (b) the Issuer and the Trustee shall have received (i) evidence reasonably satisfactory to the Issuer that the Borrower's purchaser or transferee has assumed in writing and in full and is capable of performing the Borrower's duties and obligations under this Regulatory Agreement, the Loan Agreement, and the Indenture, (ii) a certificate of the Borrower to the effect that no Event of Default has occurred and is continuing under the Loan Agreement or this Regulatory Agreement, unless the purpose of such transfer is to cure such a default, (iii) payment to the Issuer by the Borrower or its purchaser or transferee of an assumption fee in an amount established by the Issuer from time to time for such purpose, (iv) evidence reasonably satisfactory to the Issuer that the transferee has agreed to any restrictions imposed by Bond Counsel in order to maintain the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes; (v) an opinion of counsel to the transferee addressed to the Issuer and the Trustee that the transferee has duly assumed such obligations of the Borrower under this Regulatory Agreement and the Loan Agreement and that such obligations and this Regulatory Agreement and the Loan Agreement are binding on the transferee; (vi) an opinion of Bond Counsel that such transfer shall not adversely affect the Tax-Exempt status of the interest on the Bonds; and (vii) a Certificate of Continuing Program Compliance current as of a date no more than 45 days prior to delivery thereof; and (c) as among the Issuer, the Trustee, and the Borrower, the Borrower shall pay all costs of the transfer of title, including, but not limited to, the cost of meeting the conditions specified in this Section. The foregoing requirements relating to the voluntary sale, transfer or other disposition of the Project shall not apply in the event of foreclosure or the delivery of a deed in lieu of foreclosure. IT IS HEREBY EXPRESSLY STIPULATED AND AGREED THAT ANY SALE, TRANSFER OR OTHER DISPOSITION OF THE PROJECT IN VIOLATION OF THIS SECTION SHALL CONSTITUTE A DEFAULT UNDER THIS REGULATORY AGREEMENT. Nothing contained in this Section shall affect any provision of any other document or instrument between the Borrower or any other party which requires the Borrower to obtain the consent of such other party as a precondition to sale, transfer, or other disposition of the Project. Upon any sale or other transfer which complies with this Regulatory Agreement, the Borrower shall be fully released from its obligations hereunder to the extent such obligations have been assumed by the transferee of the Project. Any transfer of the Project to any entity, whether or not affiliated with the Borrower, shall be subject to the provisions of this Section.
The Terrace at Walnut Creek

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

This Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing with Joiner of Fee Owner (this "Leasehold Deed of Trust") is made to be effective as of the 18th day of March, 2016, by THE TERRACE AT WALNUT CREEK, LTD, a limited partnership organized and existing under the laws of the State of Texas (herein referred to as "Grantor"), whose address is c/o Travis County Housing Finance Corporation, 700 Lavaca, Suite 1580, Austin, Texas 78701, to PRLAP, INC., a Texas corporation, ("Trustee") whose address is 901 Main Street, Dallas, Texas 75202-3714, for the benefit of BANK OF AMERICA, N.A., a national banking association ("Bank"), whose address is 730 15th Street, NW, 3rd Floor, Mail Code DC1-701-03-14, Washington, D.C. 20005 and any other Beneficiary (defined below).

"Encumbrance" means (as evidenced by written instrument recorded in the Real Property Records of Travis County, Texas) any Lien, easement, right of way, roadway (public or private), condition, covenant or restriction (including any covenant or restriction imposed in connection with any condominium development or cooperative housing development), Lease or other written matter of any nature that would affect title to the Property.

"Transfer" means any direct or indirect sale, assignment, conveyance or transfer, including any Contract of Sale and any other contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration.

Article V
Negative Covenants.

Section 5.1 Encumbrances.

Except for such utility and service easements and agreements as are customary for projects of like kind, Grantor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after Grantor received notice of any mechanic's lien or other Lien or Encumbrance against the Property, Grantor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Beneficiary's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Beneficiary in its sole and absolute discretion, Grantor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Grantor does so diligently and without prejudice to Beneficiary or delay in completing construction of the Improvements. Grantor shall give Beneficiary Notice of its receipt or knowledge of notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

Section 5.2 Transfer of the Property.

Except for Transfers as a result of eminent domain or in order to obtain utility easements including service lines and the Permitted Encumbrances, Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Leasehold Deed of Trust)
THIS CONTINUING COVENANT AGREEMENT ("Continuing Covenant Agreement") is dated as of [CONVERSION DATE] and is made by and between THE TERRACE AT WALNUT CREEK, LTD, a Texas limited partnership ("Borrower"), and JONES LANG LASALLE MULTIFAMILY, LLC, a Delaware limited liability company, in its capacity as Funding Lender under the Funding Loan Agreement referenced below (together with its successors and assigns in such capacity, "Funding Lender").

"Improvements" means the buildings, structures and improvements now constructed or at any time in the future constructed or placed upon the Land, including any future alterations, replacements and additions.

"Lien" means any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance on the Mortgaged Property.

"Mortgaged Property" means all of Borrower’s present and future right, title and interest in and to all of the following:

(i) The Land, or, if Borrower’s interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.

(ii) The Improvements.

"Transfer" means any of the following:

(i) A sale, assignment, transfer or other disposition or divestment of any interest in Borrower, a Designated Entity for Transfers, or the Mortgaged Property (whether voluntary, involuntary or by operation of law).

(ii) The granting, creating or attachment of a Lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law).

(iii) The issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock.

(iv) The withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or Manager in a limited liability company.

(v) The merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity.

(vi) A change of the Guarantor.

7.02 Prohibited Transfers. The occurrence of any of the following Transfers will constitute an Event of Default under this Continuing Covenant Agreement:

(a) A Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property, including the grant, creation or existence of any Lien on the Mortgaged Property, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the Lien of the Security Instrument, other than the Lien of the Security Instrument or any other Lien to which Funding Lender has consented.
7.03 **Conditionally Permitted Transfers.** The occurrence of any of the following Transfers will not constitute a prohibited Transfer under Section 7.02, provided that Borrower has complied with all applicable specified conditions in this Section.

(b) **Easement, Restrictive Covenant or Other Encumbrance.** The grant of an easement, restrictive covenant or other encumbrance, provided that each of the following conditions is satisfied:

(i) Borrower provides Funding Lender with at least 30 days prior Notice of the proposed grant and pays the Transfer Review Fee to Funding Lender.

(ii) Prior to the grant, Funding Lender determines, in Funding Lender’s Discretion, that the easement, restrictive covenant or other encumbrance will not materially affect the operation or value of the Mortgaged Property or Funding Lender’s interest in the Mortgaged Property.

(iii) Borrower pays or reimburses Funding Lender, upon demand, for all costs and expenses, including all Attorneys’ Fees and Costs, incurred by Funding Lender in connection with reviewing Borrower’s request for Funding Lender’s review of such grant of easement, restrictive covenant or other encumbrance; provided, however, that Funding Lender will not be entitled to collect a Transfer Fee.
Tuscany Park at Arcola

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

Link to Document reviewed: https://vault.netvoyage.com/neWeb2/goId.aspx?id=4812-2828-5516&open=Y

THIS MULTIFAMILY CONSTRUCTION AND PERMANENT DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING (this "Instrument") is dated as of the 1st day of August, 2017, by ARCOLA TP PARTNERS, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 702 San Antonio Street, Austin, Texas 78701, File No.: 0802521667, as trustor ("Borrower"), to George M. Marshall, as trustee ("Trustee"), for the benefit of ZB, N.A. dba Amegy Bank, whose address is 1717 West Loop South, Houston, Texas 77027, as beneficiary ("Lender").

Borrower warrants and represents that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except for those permitted encumbrances shown on Exhibit B attached hereto and the Tax Credit LURA (as defined in the Loan Agreement) (collectively, the "Permitted Exceptions"). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to the Permitted Exceptions.

(gg) "Transfer" means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law, except the Permitted Exceptions); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity. "Transfer" does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term "transfer," the term "partnership" shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term "partner" shall mean a general partner, a limited partner and a joint venturer.
16. LIENS; ENCUMBRANCES.

Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this instrument, is a "Transfer" which constitutes an Event of Default except any Permitted Exception, and utility easements required for the intended operation of the Mortgaged Property which is approved by Lender in writing.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER.

(a) Subject to subsection (f) below, the occurrence of any of the following events after the Conversion Date shall constitute an Event of Default under this Instrument:

(1) a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;

(2) a Transfer of a Controlling Interest in Borrower;

(f) The foregoing shall only be applicable to Transfers made after the Conversion Date (prior to the Conversion Date, Transfers will be governed by the terms of the Loan Agreement).
**Woodmont Apartments**

Summary: Given the 811 program would require a long-term encumbrance on the property, NRP does not have the authority to cause the Borrower to enter into same.

THIS FIRST LEASEHOLD MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING (the "Instrument") is made to be effective this 1st day of July, 2009, by WOODMONT APARTMENTS, LTD., a limited partnership organized and existing under the laws of Texas, whose address is 1201 East 13th Street, Fort Worth, Texas 76102, as trustor ("Borrower"), to STEWART TITLE GUARANTY COMPANY, as trustee ("Trustee"), for the benefit of TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, whose address is P.O. Box 13941, Austin, Texas 78711-3941, as beneficiary ("Lender"). Borrower's organizational identification number, if applicable, is 801067725.

Borrower warrants and represents that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered, except as shown on the schedule of exceptions to coverage in the title policy issued to and accepted by Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property (the "Schedule of Title Exceptions"). Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in the Schedule of Title Exceptions.

(ii) “Permitted Encumbrances” means any easements, encumbrances or restrictions listed on the Schedule of Exceptions and the Reimbursement Mortgage.

16. LIENS; ENCUMBRANCES. Borrower acknowledges that the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument and Permitted Encumbrances), and whether or not such Lien has priority over the lien of this Instrument, constitutes an Event of Default; provided, however, a Lien shall not include (i) a lien against the Mortgaged Property for local taxes and/or assessments not yet delinquent, (ii) the creation of a mechanic’s, materialman’s, or judgment lien against the Mortgaged Property, which is released of record or otherwise remedied to Lender’s satisfaction within 60 days of the date of creation, or (iii) the grant of an easement, if before the grant Lender determines that the easement will not materially affect the operation or value of the Mortgaged Property or Lender’s interest in the Mortgaged Property, and Borrower pays to Lender, upon demand, all costs and expenses, including Attorneys’ Fees and Costs, incurred by Lender in connection with reviewing Borrower’s request.
Wednesday, April 19, 2017

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street,
Austin, TX 78701
Email: tim.irvine@tdhca.state.tx.us

RE: Application #17013 Rio Lofts

Dear Mr. Irvine,

It has come to our attention that as a condition of the approval of the Section 811 Project Rental Assistance (PRA) program for the benefit of Application #17013 Rio Lofts, TDHCA has requested to review the following developments as Existing Developments to potentially be eligible to participate in the Section 811 Project Rental Assistance (PRA) Program:

- #03094, Reserve II at Las Brisas in Irving, TX
- #05159/#08047, San Juan Square in San Antonio, TX
- #08615/#09605, Woodmont Apartments in Fort Worth, TX
- #09604, Costa Mariposa in Texas City, TX
- #16408, Broadmoor at Western Hills in Fort Worth
- #16607, Mercantile Apartments in Fort Worth

Jones Lang LaSalle Multifamily, LLC (“JLL”) is currently the first mortgage lender and loan servicer on each of the above referenced assets. Although we certainly appreciate your consideration of PRA funding, as well as the positive impact that your program could potentially offer, participation in this program on behalf of Application #17013 Rio Lofts was not taken into consideration during the underwriting, loan sizing, interest rate hedging, and collateral structuring process as it relates to the above-mentioned 9% and 4% LIHTC developments.

Therefore, we cannot approve and we must respectfully decline the opportunity to participate in the Section 811 PRA Program on behalf of Application #17013 Rio Lofts. Thank you again for your consideration and we encourage you to utilize this valuable resource to enhance the viability of the proposed Rio Lofts Apartments development.

Please contact me at (817) 310-5800 if you have any questions.

Sincerely,

Jones Lang LaSalle Multifamily, LLC

By: [Signature]

Timothy R. Leonhard
International Director

cc: George Currall, NRP Group LLC gcurrall@nrpgroup.com
    Kevin Loos NRP Group LLC, kloos@nrpgroup.com
April 27, 2017

NRP Costa Rialto, LLC
c/o The NRP Group
5309 Transportation Blvd.
Cleveland, Ohio 44125
Email: nMagence@nrpgroup.com

RE: Application #17013 Rio Lofts and Application #17012 Secretariat Apartments (the “Applications”)

Dear Mr. Magence:

Alden Torch Financial LLC (“ATF”), as the authorized representative of Centerline Credit Enhanced Partners LP – Series L and Centerline Credit Enhanced SLP LLC – Series L, the Investor Limited Partners of the of Costa Rialto, Ltd. (the “Partnership”), has been informed by The NRP Group (“NRP”) that NRP has filed the above referenced Applications with TDHCA, and that, in connection with the filing of the Applications, TDHCA has requested to review Costa Rialto Apartments in Houston, Texas (which is owned by the Partnership) (the “Property”) to determine its eligibility to participate in the Section 811 Project Rental Assistance (PRA) Program.

As you know, the Partnership didn’t plan or underwrite for the inclusion of the Section 811 Project Rental Assistance (PRA) program with respect to the Property and it would be difficult for the Partnership to incorporate further or additional program requirements at this stage of its investment. Therefore, to the extent that ATF and/or the Investor Limited Partners are authorized to do so, they respectfully decline the opportunity to participate in the Section 811 PRA Program with respect to the Property, as prompted by NRP’s recent Applications. Please note that neither ATF nor the Investor Limited Partners are involved with the Applications in any respect.

Sincerely,

Alden Torch Financial, LLC

By: [Signature]
Name: BRYAN TOWNSEND
Title: CHIEF CREDIT OFFICER
April 27, 2017

NRP Costa Almadena, LLC
c/o The NRP Group
5309 Transportation Blvd.
Cleveland, Ohio 44125
Email: nMagence@nrpgroup.com

RE: Application #17013 Rio Lofts and Application #17012 Secretariat Apartments (the “Applications”)

Dear Mr. Magence:

Alden Torch Financial LLC (“ATF”), as the authorized representative of Centerline Credit Enhanced Partners LP – Series J and Chartermac Credit Enhanced SLP LLC – Series J, the Investor Limited Partners of the of Costa Almadena, Ltd. (the “Partnership”), has been informed by The NRP Group (“NRP”) that NRP has filed the above referenced Applications with TDHCA, and that, in connection with the filing of the Applications, TDHCA has requested to review Costa Almadena Apartments in San Antonio, Texas (which is owned by the Partnership) (the “Property”) to determine its eligibility to participate in the Section 811 Project Rental Assistance (PRA) Program.

As you know, the Partnership didn’t plan or underwrite for the inclusion of the Section 811 Project Rental Assistance (PRA) program with respect to the Property and it would be difficult for the Partnership to incorporate further or additional program requirements at this stage of its investment. Therefore, to the extent that ATF and/or the Investor Limited Partners are authorized to do so, they respectfully decline the opportunity to participate in the Section 811 PRA Program with respect to the Property, as prompted by NRP’s recent Applications. Please note that neither ATF nor the Investor Limited Partners are involved with the Applications in any respect.

Sincerely,

Alden Torch Financial LLC

By:  
Name:  
Title:  CHIEF CREDIT OFFICER
April 27, 2017

Costa Valencia NRP, Ltd.
c/o The NRP Group
5309 Transportation Blvd.
Cleveland, Ohio 44125
Email: nMagence@nrpgroup.com

RE: Application #17013 Rio Lofts and Application #17012 Secretariat Apartments (the “Applications”)

Dear Mr. Magence:

Alden Torch Financial LLC (“ATF”), as the authorized representative of Centerline Credit Enhanced Partners LP – Series D and RCC Credit Enhanced SLP LLC – Series D, the Investor Limited Partners of the of Costa Valencia, Ltd. (the “Partnership”), has been informed by The NRP Group (“NRP”) that NRP has filed the above referenced Applications with TDHCA, and that, in connection with the filing of the Applications, TDHCA has requested to review Villas at Costa Valencia in San Antonio, Texas (which is owned by the Partnership) (the “Property”) to determine its eligibility to participate in the Section 811 Project Rental Assistance (PRA) Program.

As you know, the Partnership didn’t plan or underwrite for the inclusion of the Section 811 Project Rental Assistance (PRA) program with respect to the Property and it would be difficult for the Partnership to incorporate further or additional program requirements at this stage of its investment. Therefore, to the extent that ATF and/or the Investor Limited Partners are authorized to do so, they respectfully decline the opportunity to participate in the Section 811 PRA Program with respect to the Property, as prompted by NRP’s recent Applications. Please note that neither ATF nor the Investor Limited Partners are involved with the Applications in any respect.

Sincerely,

Alden Torch Financial, LLC

By: 
Name: BRYAN TOWSEWID
Title: CHIEF CREDIT OFFICER

05436
April 27, 2017

NRP Costa Verde Ill, LLC
c/o The NRP Group
5309 Transportation Blvd.
Cleveland, Ohio 44125
Email: nMagence@nrpgroup.com

RE: Application #17013 Rio Lofts and Application #17012 Secretariat Apartments (the “Applications”)

Dear Mr. Magence:

Alden Torch Financial LLC (“ATF”), as the authorized representative of Centerline Credit Enhanced Partners LP – Series J and Chartermac Credit Enhanced SLP LLC – Series J, the Investor Limited Partners of the of Costa Verde III, Ltd. (the “Partnership”), has been informed by The NRP Group (“NRP”) that NRP has filed the above referenced Applications with TDHCA, and that, in connection with the filing of the Applications, TDHCA has requested to review Costa Verde Ill Apartments in Clute, Texas (which is owned by the Partnership) (the “Property”) to determine its eligibility to participate in the Section 811 Project Rental Assistance (PRA) Program.

As you know, the Partnership didn’t plan or underwrite for the inclusion of the Section 811 Project Rental Assistance (PRA) program with respect to the Property and it would be difficult for the Partnership to incorporate further or additional program requirements at this stage of its investment. Therefore, to the extent that ATF and/or the Investor Limited Partners are authorized to do so, they respectfully decline the opportunity to participate in the Section 811 PRA Program with respect to the Property, as prompted by NRP’s recent Applications. Please note that neither ATF nor the Investor Limited Partners are involved with the Applications in any respect.

Sincerely,

Alden Torch Financial, LLC

By: [Signature]
Name: [Signature]
Title: [Title]
April 27, 2017

Costa Biscaya NRP, Ltd.
c/o The NRP Group
5309 Transportation Blvd.
Cleveland, Ohio 44125
Email: nMagence@nrpgroup.com

RE: Application #17013 Rio Lofts and Application #17012 Secretariat Apartments (the “Applications”)

Dear Mr. Magence:

Alden Torch Financial LLC ("ATF"), as the authorized representative of Centerline Credit Enhanced Partners LP – Series A and RCC Credit Enhanced SLP LP – Series A, the Investor Limited Partners of the of Costa Biscaya, Ltd. (the “Partnership”), has been informed by The NRP Group ("NRP") that NRP has filed the above referenced Applications with TDHCA, and that, in connection with the filing of the Applications, TDHCA has requested to review Costa Biscaya Apartments in San Antonio, Texas (which is owned by the Partnership) (the “Property”) to determine its eligibility to participate in the Section 811 Project Rental Assistance (PRA) Program.

As you know, the Partnership didn’t plan or underwrite for the inclusion of the Section 811 Project Rental Assistance (PRA) program with respect to the Property and it would be difficult for the Partnership to incorporate further or additional program requirements at this stage of its investment. Therefore, to the extent that ATF and/or the Investor Limited Partners are authorized to do so, they respectfully decline the opportunity to participate in the Section 811 PRA Program with respect to the Property, as prompted by NRP’s recent Applications. Please note that neither ATF nor the Investor Limited Partners are involved with the Applications in any respect.

Sincerely,

Alden Torch Financial, LLC

By: [Signature]
Name: [Name]
Title: CHIEF CREDIT OFFICER
April 19, 2017

The NRP Group LLC
5309 Transportation Blvd.
Cleveland, OH 44125
Attention: Kevin Loos

Re: Costa Ibiza, Woodmont Apartments, Costa Mariposa, Race Street Lofts, Decatur-Angle Apartments, Burton Apartments /Investor’s Response To Request For Inclusion Of Projects In Texas Department of Housing and Community Affairs Section 811 Project Rental Assistance Program

Dear Mr. Loos:

As you know, Bank of America, N.A., is the Limited Partner (“Limited Partner”), and Banc of America CDC Special Holding Company, Inc., a North Carolina Corporation, is the Special Limited Partner (“Special Limited Partner”; Limited Partner and Special Limited Partner may be referred to collectively as “Limited Partners”), in each Costa Ibiza LTD, a Texas limited partnership, Woodmont Apartments LTD, a Texas limited partnership, Costa Mariposa LTD, a Texas limited partnership, Race Street LTD, a Texas limited partnership, Decatur-Angle Apartments LTD, a Texas limited partnership, and Burton Apartments LTD, a Texas limited partnership (referred to collectively as the “Partnerships”). NRP Costa Ibiza, LLC, a Texas limited liability company, NRP Woodmont Apartments, LLC, a Texas limited liability company, NRP Costa Mariposa, LLC, a Texas limited liability company, Race Street Lofts GP LLC, a Texas limited liability company, Decatur-Angle GP LLC, a Texas limited liability company, and Burton Apartments GP, LLC, a Texas limited liability company, the General Partners in the Partnerships (“General Partners”), have requested that Limited Partners approve the inclusion of the apartment developments owned by the Partnerships known as “Costa Ibiza”, “Woodmont Apartments”, “Race Street Lofts”, “Decatur-Angle Apartments”, “Burton Apartments” (the “Projects”) in the Texas Department of Housing and Community Affairs Section 811 Project Rental Assistance Program (the “811 Program”).

The Limited Partners have reviewed such request. The Limited Partners have determined that inclusion of the Projects in the 811 Program is not in the best interest of either the Projects or the Limited Partners. Therefore, the Limited Partners do not approve the Project being included in the 811 Program.

If you have any questions, please contact me.

Sincerely,

Charlotte Nunez
Vice President

Cc: Sara Heskett (Holland & Knight, 2300 US Bancorp Tower, 111 S.W. Fifth Avenue, Portland, OR 97204)
April 17, 2017

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street,
Austin, TX 78701
Email: tim.irvine@tdhca.state.tx.us

RE: Application #17013 Rio Lofts

Dear Mr. Irvine,

It has come to our attention that as a condition of the approval of the Section 811 Project Rental Assistance (PRA) program for the benefit of Application #17013 Rio Lofts, TDHCA has requested to review the following developments as Existing Developments that ARE also eligible to participate in the Section 811 Project Rental Assistance (PRA) Program:

  • #07171/#08093, San Juan Square II in San Antonio, TX

Although we certainly appreciate your consideration, as well as the positive impact that your program could potentially offer, participation in this program on behalf of Application #17013 Rio Lofts was not taken into consideration during the underwriting process as it relates to the above-mentioned 9% development.

Therefore, we cannot approve and we must respectfully decline the opportunity to participate in the Section 811 PRA Program on behalf of Application #17013 Rio Lofts. Thanks again for your consideration and best of luck with your program as it relates to Rio Lofts Apartments.

Please contact me at (216)820-4756 if you have any questions.

Regards,

Bryan Kilbane
Director-Acquisitions

cc: George Currall, NRP Group LLC gcurrall@nrpgroup.com
    Kevin Loos NRP Group LLC, kloos@nrpgroup.com
Wednesday, April 19, 2017

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street,
Austin, TX 78701
Email: tim.irvine@tdhca.state.tx.us

RE: Application #17013 Rio Lofts

Dear Mr. Irvine,

It has come to our attention that as a condition of the approval of the Section 811 Project Rental Assistance (PRA) program for the benefit of Application #17013 Rio Lofts, TDHCA has requested to review the following developments as Existing Developments that ARE also eligible to participate in the Section 811 Project Rental Assistance (PRA) Program:

- #12415, San Juan III in San Antonio, TX

Although we certainly appreciate your consideration, as well as the positive impact that your program could potentially offer, participation in this program on behalf of Application #17013 Rio Lofts was not taken into consideration during the underwriting process as it relates to the above-mentioned 9% and 4% developments.

Therefore, we cannot approve and we must respectfully decline the opportunity to participate in the Section 811 PRA Program on behalf of Application #17013 Rio Lofts. Thanks again for your consideration and best of luck with your program as it relates to Secretariat Apartments.

Please contact me at 212-297-1800 if you have any questions.

Regards,

Brian A. Renzi
Managing Director
Red Stone Partners

cc: George Currall, NRP Group LLC gcarrall@nrpgroup.com
    Kevin Loos NRP Group LLC, kloos@nrpgroup.com
Monday, April 17, 2017

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street,
Austin, TX 78701
Email: tim.irvine@tdhca.state.tx.us

RE: Application #17013 Rio Lofts

Dear Mr. Irvine,

It has come to our attention that as a condition of the approval of the Section 811 Project Rental Assistance (PRA) program for the benefit of Application #17013 Rio Lofts, TDHCA has requested to review the following developments as Existing Developments that ARE also eligible to participate in the Section 811 Project Rental Assistance (PRA) Program:

- #04461, Villas at Costa Cadiz in San Antonio, TX

Although we certainly appreciate your consideration, as well as the positive impact that your program could potentially offer, participation in this program on behalf of Application #17013 Rio Lofts was not taken into consideration during the underwriting process as it relates to the above-mentioned 9% and 4% developments.

Therefore, we cannot approve and we must respectfully decline the opportunity to participate in the Section 811 PRA Program on behalf of Application #17013 Rio Lofts. Thanks again for your consideration and best of luck with your program as it relates to Secretariat Apartments.

Please contact me at [Phone Number] if you have any questions.

Regards,

Tim Tarrant
Authorized Signatory
MMA Costa Cadiz, LLC

cc: George Cur rall, NRP Group LLC gcurrall@nrpgroup.com
Kevin Loos NRP Group LLC, kloos@nrpgroup.com
Monday, April 17, 2017

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street,
Austin, TX 78701
Email: tim.irvine@tdhca.state.tx.us

RE: Application #17013 Rio Lofts

Dear Mr. Irvine,

It has come to our attention that as a condition of the approval of the Section 811 Project Rental Assistance (PRA) program for the benefit of Application #17013 Rio Lofts, TDHCA has requested to review the following developments as Existing Developments that ARE also eligible to participate in the Section 811 Project Rental Assistance (PRA) Program:

• #12415, San Juan III in San Antonio, TX
• #13193, Balcones Lofts in Balcones Heights, TX
• #16408, Broadmoor at Western Hills in Fort Worth
• #16607, Mercantile Apartments in Fort Worth

Although we certainly appreciate your consideration, as well as the positive impact that your program could potentially offer, participation in this program on behalf of Application #17013 Rio Lofts was not taken into consideration during the underwriting process as it relates to the above-mentioned 9% and 4% developments.

Therefore, we cannot approve and we must respectfully decline the opportunity to participate in the Section 811 PRA Program on behalf of Application #17013 Rio Lofts.

Thanks again for your consideration and best of luck with your program as it relates to Secretariat Apartments.

Please contact me at 314-335-2528 if you have any questions.

Regards,

Paul D. Buck
Asset Manager – Affordable Housing Tax Credit Investments
(P) 314-335-2528 (F) 314-335-3352 | Paul.Buck@usbank.com

U.S. Bancorp Community Development Corporation
1307 Washington Ave., Suite 300 | St. Louis, MO 63103 | www.usbank.com/cdc

cc: George Currall, NRP Group LLC gcurrall@nrpgroup.com
    Kevin Loos NRP Group LLC, kloos@nrpgroup.com
Kyle J Kolesar
Vice President
Sr. Relationship Manager
Community Development Lending
127 Public Square
Cleveland, OH 44114

Monday, April 17, 2017

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street,
Austin, TX 78701
Email: tim.irvine@tdhca.state.tx.us

RE: Application #17013 Rio Lofts

Dear Mr. Irvine,

It has come to our attention that as a condition of the approval of the Section 811 Project Rental Assistance (PRA) program for the benefit of Application #17013 Rio Lofts, TDHCA has requested to review the following developments as Existing Developments that ARE also eligible to participate in the Section 811 Project Rental Assistance (PRA) Program:

- #16400, Acme Apartments in San Antonio, TX

Although we certainly appreciate your consideration, as well as the positive impact that your program could potentially offer, participation in this program on behalf of Application #17013 Rio Lofts was not taken into consideration during the underwriting process as it relates to the above-mentioned 4% developments.

Therefore, we cannot approve and we must respectfully decline the opportunity to participate in the Section 811 PRA Program on behalf of Application #17013 Rio Lofts. Thank you again for your consideration and best of luck with your program as it relates to Rio Lofts.

Please contact me at 216-689-3480 if you have any questions.

 Regards,

Kyle J Kolesar

Key Community Development Lending

cc: George Currall, NRP Group LLC gcurrall@nrpgroup.com
    Kevin Loos NRP Group LLC, kloos@nrpgroup.com
April 19, 2017

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas

RE: Section 811 Units on behalf of
#17013 Rio Lofts
319 W. Mitchell, San Antonio, TX 78204

Dear Mr. Irvine,

It has come to my attention that TDHCA is seeking approval of the following deals of mine as an Existing Development that is eligible to participate in the Section 811 Project Rental Assistance (PRA) Program for the benefit of #17013 Rio Lofts:

- #03094, Reserve II at Las Brisas in Irving, TX
- #04446, Villas at Costa Biscaya in San Antonio, TX
- #04461, Villas at Costa Cadiz in San Antonio, TX
- #05159/#08047, San Juan Square in San Antonio, TX
- #05436, Costa Valenica in San Antonio, TX
- #060426, Costa Almadena in San Antonio, TX
- #060433, Costa Verde in Clute, TX
- #07619, Costa Rialto in Houston, TX
- #07171/#08093, San Juan Square II in San Antonio, TX
- #08602, Costa Ibiza in Houston, TX
- #08615/#09605, Woodmont Apartments in Fort Worth, TX
- #09604, Costa Mariposa in Texas City, TX
- #10119, Race Street Lofts in Fort Worth, TX
- #12415, San Juan III in San Antonio, TX
- #13193, Balcones Lofts in Balcones Heights, TX
- #13608, Decatur-Angle Apartments in Fort Worth, TX
- #14402, Bruton Apartments in Dallas, TX
- #16061, Easterling Culebra in San Antonio, TX
- #16607, Mercantile Apartments in Fort Worth, TX
- #16400, Acme Apartments in San Antonio, TX
- #16408 Broadmoor in Fort Worth, TX
However, as an owner in the SLP for the previously listed deals, and with no economic interest in 17013 Rio Lofts, I will not approve participation in the Section 811 PRA Program for any of the listed projects above.

Please contact me at (216) 536-2255 if you have any questions.

Sincerely,

T. Richard Bailey, Jr.
Ex-Principal (Retired)
The NRP Group
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

J. David Heller

Printed Name

Authorized Representative

Title

2/15/18

Date

The State of Ohio

§

§

COUNTY OF CUYAHOGA

§

Before me, a notary public, on this day personally appeared J. David Heller, 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 15th day of February, 2018.

(Seal)

Notary Public Signature

ANNE M. TYLER
Notary Public, State of Ohio
Recorded in Lorain County
My Commission Expires
July 13, 2019
20 Existing Development Information

NOT APPLICABLE
Occupied Developments

NOT APPLICABLE
22 Architectural Drawings
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

For Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
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**TOTAL APARTMENT GROSS**

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## BUILDING TYPE A

### RENTABLE S.F.

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</tr>
<tr>
<td>UNIT B2</td>
<td>999</td>
<td>6</td>
<td>5994</td>
<td>1</td>
<td>5994</td>
</tr>
<tr>
<td>UNIT B3</td>
<td>915</td>
<td>18</td>
<td>16470</td>
<td>1</td>
<td>16470</td>
</tr>
</tbody>
</table>

### BALCONY S.F.

<table>
<thead>
<tr>
<th>UNIT</th>
<th>SF/BUILDING</th>
<th>QTY. per BLDG.</th>
<th>SF per BLDG</th>
<th>NO. OF BLDGS</th>
<th>TOTAL SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT A</td>
<td>40</td>
<td>25</td>
<td>1000</td>
<td>1</td>
<td>1000</td>
</tr>
<tr>
<td>UNIT B1</td>
<td>40</td>
<td>17</td>
<td>680</td>
<td>1</td>
<td>680</td>
</tr>
<tr>
<td>UNIT B2</td>
<td>130</td>
<td>6</td>
<td>780</td>
<td>1</td>
<td>780</td>
</tr>
<tr>
<td>UNIT B3</td>
<td>40</td>
<td>18</td>
<td>720</td>
<td>1</td>
<td>720</td>
</tr>
<tr>
<td>CORRIDOR AMENITIES</td>
<td></td>
<td></td>
<td>480</td>
<td>1</td>
<td>480</td>
</tr>
<tr>
<td>CORRIDOR</td>
<td>2900</td>
<td>3</td>
<td>8700</td>
<td>1</td>
<td>8700</td>
</tr>
<tr>
<td>STAIRWAYS &amp; ELEVATOR</td>
<td></td>
<td></td>
<td>2190</td>
<td>1</td>
<td>2190</td>
</tr>
</tbody>
</table>

**TOTAL BUILDING TYPE A (GROSS)**

- **54604** square feet

**TOTAL BUILDING TYPE A (NET-RENTABLE)**

- **54604** square feet
BUILDING A-3RD FLOOR PLAN

A - 11
B3 - 6
B1 - 7
B2 - 2

1" = 40'-0"
1ST FLOOR F.F.: 0"
2ND FLOOR TO DECK: 10' - 7 7/8"
3RD FLOOR TO DECK: 21' - 3 3/4"
3RD FLOOR T.O.P: 30' - 4 7/8"

1/32" = 1'-0"

1. BUILDING A - SOUTH ELEV.
2. BUILDING A - WEST ELEV.
3. BUILDING A - EAST ELEV.

MATERIAL DESCRIPTION:
20% MASONRY
80% SIDING
100% SHINGLE ROOFING (30YR)
1ST FLOOR F.F. 0" 
2ND FLOOR TO DECK 10' - 7 7/8" 
3RD FLOOR TO DECK 21' - 3 3/4" 
3RD FLOOR T.O.P 30' - 4 7/8" 
1ST FLOOR F.F. 0" 

MATERIAL DESCRIPTION 
20% MASORY 
80% SIDING 
100% SHINGLE ROOFING (30YR)
Building Type B

<table>
<thead>
<tr>
<th>Unit</th>
<th>Rentable S.F.</th>
<th>Balcony S.F.</th>
<th>Corridor Amenities</th>
<th>Stairways &amp; Elevator</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>660</td>
<td>40</td>
<td>160</td>
<td>730</td>
</tr>
<tr>
<td>B1</td>
<td>920</td>
<td>40</td>
<td>40</td>
<td>480</td>
</tr>
<tr>
<td>B2</td>
<td>999</td>
<td>130</td>
<td>3</td>
<td>240</td>
</tr>
<tr>
<td>B3</td>
<td>915</td>
<td>40</td>
<td>40</td>
<td>240</td>
</tr>
</tbody>
</table>

Total Building Type B (Gross): 38007 sq ft

Total Building Type B (Net-Rentable): 29427 sq ft

1'' = 40'-0"
BUILDING B-2ND FLOOR PLAN

1" = 40'-0"
BUILDING B - EAST ELEVATION
1/32" = 1'-0"

BUILDING B - SOUTH ELEVATION
1/32" = 1'-0"

BUILDING B - WEST ELEVATION
1/32" = 1'-0"

BUILDING B - INNER NORTH ELEV
1/32" = 1'-0"

BUILDING B - NORTH ELEVATION
1/32" = 1'-0"

BUILDING B - WEST ELEV.
1/32" = 1'-0"
Specifications and Building/Unit Type Configuration
## 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 51 through 79.

### Specifications and Amenities (check all that apply)

- **Building Configuration (Check all that apply):**
  - Single Family Construction
  - Scattered Site
  - Fourplex
  - X-4 Units Per Building
  - Townhome

- **Development will have:**
  - X Fire Sprinklers
  - X Elevators
  - # of Elevators: 2
  - 3500 Wt. Capacity

- **Number of Parking Spaces (consistent with Architectural Drawings):**
  - Free
  - Paid

- ** Architectural Drawings:**
  - Shed or Flat Roof Carport Spaces
  - Detached Garage Spaces
  - Attached Garage Spaces
  - 83 Uncovered Spaces
  - Structured Parking Garage Spaces

### Floor Composition/Wall Height

- 100% Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- 9% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

### Supporting Table

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong># of Stories</strong></td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td><strong>Number of Buildings</strong></td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bed. Rooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>660</td>
<td>22</td>
<td>40</td>
<td>26,400</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1</td>
<td>915</td>
<td>18</td>
<td>24</td>
<td>21,960</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2</td>
<td>920</td>
<td>20</td>
<td>29</td>
<td>26,680</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>2</td>
<td>999</td>
<td>6</td>
<td>9</td>
<td>8,991</td>
</tr>
<tr>
<td>Totals</td>
<td>66</td>
<td>36</td>
<td>-</td>
<td>-</td>
<td>102</td>
<td>84,031</td>
</tr>
</tbody>
</table>

### Supportive Housing Applicants Only

- Enter the total development common area from the architect’s plans: na
- Ensure that this number matches your architectural drawings: na
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 5,100
- The lesser of these two numbers added to Supportive Housing: 89,131

**Net Rentable Square Footage from Rent Schedule:** 84,031

If a revised form is submitted, date of submission: na
### 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 51 through 79.

#### Development will have:
- Fire Sprinklers: X
- Elevators: X
- Number of Elevators: 2
- Weight Capacity: 3500 lbs

#### Number of Parking Spaces (consistent with Architectural Drawings):
- Shed or Flat Roof Carport Spaces: 100
- Attached Garage Spaces: 83
- Uncovered Spaces: 36
- Structured Parking Garage Spaces: 84

#### Floor Composition/Wall Height:
- % Carpet/Vinyl/Resilient Flooring: 100
- Ceiling Height: 9
- % Ceramic Tile: 0
- Upper Floor(s) Ceiling Height (Townhome Only): 0
- % Other: 0
- Describe: [ ]

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>660</td>
<td>1</td>
<td>25</td>
<td>15</td>
<td>40</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>1</td>
<td>915</td>
<td>1</td>
<td>18</td>
<td>6</td>
<td>24</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>920</td>
<td>1</td>
<td>17</td>
<td>12</td>
<td>29</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2</td>
<td>999</td>
<td>1</td>
<td>6</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>Totals</td>
<td>66</td>
<td>36</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**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:** [ ]
  - 5,100
- **The lesser of these two numbers added to NRA:** [ ]
  - Use this number to figure points under 11.9(e)(2)
  - 84,031

**If a revised form is submitted, date of submission:** 7/23/18
Accessible Mobility Units Calculation
# 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 \textbf{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 \textbf{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><strong>Unit Description</strong></td>
<td><strong>102</strong></td>
<td><strong>5%</strong></td>
<td><strong>5.1</strong></td>
<td><strong>6</strong></td>
<td><strong>6</strong></td>
</tr>
<tr>
<td>A</td>
<td>40</td>
<td>5%</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>B1 &amp; B2</td>
<td>38</td>
<td>5%</td>
<td>1.9</td>
<td>1.9</td>
<td>2</td>
</tr>
<tr>
<td>B3</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

- **102**  
- **5.1**  
- **6**  
- **6**  

*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>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><strong>Unit Description</strong></td>
<td><strong>68</strong></td>
<td><strong>5%</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4</strong></td>
<td><strong>4</strong></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</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></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

- **68**  
- **3.4**  
- **4.2**  
- **4**  

*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]  
**GEORGE EDWARDS**  
Printed Name  
02/22/2018  
**MUNOZ & CO.**  
Firm Name (If applicable)
Accessible Hearing/Visual Units Calculation
# 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>Unit Description</td>
<td>102</td>
<td>2%</td>
<td>2.04</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>40</td>
<td>2%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1 &amp; B2</td>
<td>38</td>
<td>2%</td>
<td>0.76</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B3</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>102</td>
<td><strong>2.04</strong></td>
<td></td>
<td><strong>3</strong></td>
<td><strong>3</strong></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>Unit Description</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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>68</td>
<td><strong>1.36</strong></td>
<td></td>
<td><strong>3</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under “Units Proposed”

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]  
Printed Name: [Geoff Edwards]  
Date: 02/22/2018  
Firm Name (If applicable): Munoz & Co.
Accessible Parking Calculation
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>206</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></td>
<td>11</td>
<td>2</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>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking type provided.

By: [Signature]

Date: 02/22/2018

Printed Name: GEOF EDWARDS

Firm Name (If applicable): MUNOZ & CO.
Rent Schedule
### 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):**

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30% LH/50%</td>
<td></td>
</tr>
<tr>
<td>TC 30% HH/60%</td>
<td></td>
</tr>
<tr>
<td>TC 50% HH/60%</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
</tr>
<tr>
<td>TC 30% LH/50%</td>
<td></td>
</tr>
<tr>
<td>TC 50% HH/60%</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
</tr>
<tr>
<td>TC 30% LH/50%</td>
<td></td>
</tr>
<tr>
<td>TC 50% HH/60%</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
</tr>
<tr>
<td>TC 30% LH/50%</td>
<td></td>
</tr>
<tr>
<td>TC 50% HH/60%</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
</tr>
</tbody>
</table>

**Non Rental Income**

$10.00 per unit/month for:
- late fees, pet deposits

**Total Nonrental Income**

$10.00 per unit/month for: 1,020

**Potential Gross Monthly Income**

(3) = POTENTIAL GROSS MONTHLY INCOME

$69,342

**Effective Gross Monthly Income**

*12 = EFFECTIVE GROSS MONTHLY INCOME

$64,141

**Effective Gross Annual Income**

$769,696

If a revised form is submitted, date of submission:
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>9%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>42%</td>
<td>34%</td>
</tr>
<tr>
<td>TC60%</td>
<td>48%</td>
<td>39%</td>
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<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
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<tr>
<td>HTF40%</td>
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<td>0</td>
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<tr>
<td>HTF50%</td>
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<td>0</td>
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<tr>
<td>HTF60%</td>
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<td>0</td>
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<tr>
<td>HTF80%</td>
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<tr>
<td>HTF Li Total</td>
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<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
<td></td>
<td></td>
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<tr>
<td>HTF Total</td>
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<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECT Loan Li Total</td>
<td></td>
<td>35</td>
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<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
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<td>MR</td>
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<td>0</td>
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<tr>
<td>MR Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td></td>
<td>35</td>
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</table>

| OTHER | Total OT Units | 0 |

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>62</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**ACQUISITION + HARD**
- Cost Per Sq Ft: $126.32

**HARD**
- Cost Per Sq Ft: $126.32

**BUILDING**
- Cost Per Sq Ft: $99.99

**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.**

**Note:** Rent Schedule (Continued)
Utility Allowances
### Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15.06</td>
<td>$17.24</td>
<td></td>
<td></td>
<td></td>
<td>TDHCA Utility Model dated 2/21/18</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$3.44</td>
<td>$4.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12.97</td>
<td>$18.05</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$9.89</td>
<td>$15.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$7.75</td>
<td>$9.90</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>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>we rounded up on the 1 br unit to $50</td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$ -</td>
<td>$49.11</td>
<td>$66</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

#### Other (Describe)

- [Insert comments or descriptions here]

If a revised form is submitted, date of submission: [ ]
Isabelle Atkinson
Structure Development
Austin, Texas
isabelle@structuretexas.com

RE: 2018 HTC and MFDL Application – proposed site located in San Antonio, Texas

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs (the Department) has calculated the utility allowance a proposed 2018 Housing Tax Credit (“HTC”) and Multifamily Direct Loan (“MFDL”) application, located in San Antonio, Texas using the HUD Utility Schedule Model in accordance with 10TAC §10.614(k)(4). This allowance is calculated based on the following representations:

1. That the residents are financially responsible for electricity, water and sewer and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS; and,
2. That the only building type is Apartments 5+.

As a reminder, HTC buildings with MFDL units are considered to be HUD Regulated buildings under Treasury Regulation §1.42-10 and, as such, the applicable utility allowance for all rent restricted Units in the building is the applicable this utility allowance calculated for the MFDL program. No other utility method described in this section can be used by HUD-regulated buildings.

Please note that, in accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 21, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, the Owner may elect to use the Written Local Estimate, HUD Utility Schedule Model, Energy Consumption Model, or the Agency Estimate for leasing; however, a request identifying the chosen method to establish the utility allowance must be submitted to the Department for review and approval, at minimum, 90 days prior to the commencement of leasing activities. Please see §10.614(d) for guidance.

If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Nacogdoches Lofts  
**Green Discount:** None  
**Unit Type:** Larger Apartment Bldgs. (5+ units)  
**Date (mm/dd/yyyy):** 2/21/2018

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Space Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$14.06</td>
<td>$15.06</td>
<td>$17.24</td>
<td>$20.08</td>
<td>$22.04</td>
<td>$23.79</td>
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<tr>
<td>Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Resistance</td>
<td></td>
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</tr>
<tr>
<td>Electric Heat Pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$2.92</td>
<td>$3.44</td>
<td>$4.97</td>
<td>$6.51</td>
<td>$8.04</td>
<td>$9.58</td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric</strong></td>
<td>$11.03</td>
<td>$12.97</td>
<td>$18.05</td>
<td>$23.12</td>
<td>$28.20</td>
<td>$33.27</td>
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<tr>
<td><strong>Air Conditioning</strong></td>
<td>$8.19</td>
<td>$9.89</td>
<td>$15.62</td>
<td>$21.83</td>
<td>$26.75</td>
<td>$31.54</td>
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<tr>
<td><strong>Water Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Bottle Gas</td>
<td></td>
<td></td>
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<tr>
<td>Electric</td>
<td>$6.59</td>
<td>$7.75</td>
<td>$9.90</td>
<td>$12.04</td>
<td>$16.35</td>
<td>$21.00</td>
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<tr>
<td>Fuel Oil</td>
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<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>$19.83</td>
<td>$21.14</td>
<td>$23.18</td>
<td>$23.18</td>
<td>$23.18</td>
<td>$23.18</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>$31.13</td>
<td>$34.03</td>
<td>$53.37</td>
<td>$82.39</td>
<td>$111.41</td>
<td>$140.42</td>
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<tr>
<td><strong>Trash Collection</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other - specify</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$93.74</td>
<td>$104.29</td>
<td>$142.33</td>
<td>$189.15</td>
<td>$235.97</td>
<td>$282.78</td>
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<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td>$94.00</td>
<td>$105.00</td>
<td>$143.00</td>
<td>$190.00</td>
<td>$236.00</td>
<td>$283.00</td>
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</table>

**49.11**  
**65.78**
Annual Operating Expenses
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$10,260</td>
</tr>
<tr>
<td>Advertising</td>
<td>$17,850</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$10,800</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$8,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$5,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$3,740</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$58,650</td>
</tr>
</tbody>
</table>

## Management Fee:

- **Percent of Effective Gross Income:** 5.57%
- **Amount:** $42,840

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$51,288</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$34,855</td>
</tr>
<tr>
<td>Other</td>
<td>$20,957</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$107,100</td>
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## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$15,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$6,600</td>
</tr>
<tr>
<td>Grounds</td>
<td>$10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$10,200</td>
</tr>
<tr>
<td>Repairs</td>
<td>$34,700</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$10,200</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$86,700</td>
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## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Electric</td>
<td>$29,427</td>
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<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$9,690</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$55,233</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$94,350</td>
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## Property Taxes:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$2,550</td>
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<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$2,550</td>
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## Reserve for Replacements:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Total Reserve for Replacements:</strong></td>
<td>$25,500</td>
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## Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$4,080</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$10,200</td>
</tr>
<tr>
<td><strong>Supportive Services and Coordination</strong></td>
<td>$4,380</td>
</tr>
<tr>
<td><strong>811 Service Cost</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$18,660</td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expense per unit:</strong></td>
<td>$4553</td>
</tr>
<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td>60.34%</td>
</tr>
</tbody>
</table>

## NET OPERATING INCOME (before debt service)

- **Amount:** $305,296

## Annual Debt Service

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Community Bank of Texas</strong></td>
<td>$146,410</td>
</tr>
<tr>
<td><strong>TDHCA MFDL</strong></td>
<td>$116,012</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td>$262,422</td>
</tr>
</tbody>
</table>

## NET CASH FLOW

- **Amount:** $42,874

---

If a revised form is submitted, date of submission: [Insert Date]
15 Year Rental Housing Operating Pro Forma
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</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>$819,864</td>
<td>$836,616</td>
<td>$852,987</td>
<td>$870,046</td>
<td>$887,447</td>
<td>$897,813</td>
<td>$918,799</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$11,240</td>
<td>$12,095</td>
<td>$12,734</td>
<td>$13,299</td>
<td>$13,249</td>
<td>$14,428</td>
<td>$16,160</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$831,104</td>
<td>$848,716</td>
<td>$865,721</td>
<td>$883,335</td>
<td>$900,696</td>
<td>$909,441</td>
<td>$929,948</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($62,408)</td>
<td>($63,556)</td>
<td>($64,929)</td>
<td>($66,228)</td>
<td>($67,552)</td>
<td>($74,583)</td>
<td>($83,946)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$768,696</td>
<td>$785,159</td>
<td>$800,792</td>
<td>$816,080</td>
<td>$833,144</td>
<td>$819,858</td>
<td>$1,015,598</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$58,650</td>
<td>$60,410</td>
<td>$62,222</td>
<td>$64,088</td>
<td>$66,011</td>
<td>$67,525</td>
<td>$86,713</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$42,840</td>
<td>$43,397</td>
<td>$44,571</td>
<td>$45,462</td>
<td>$46,371</td>
<td>$51,198</td>
<td>$56,526</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$107,300</td>
<td>$110,113</td>
<td>$113,622</td>
<td>$117,031</td>
<td>$120,542</td>
<td>$139,741</td>
<td>$161,998</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$86,709</td>
<td>$89,501</td>
<td>$91,980</td>
<td>$94,739</td>
<td>$97,582</td>
<td>$113,124</td>
<td>$131,142</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$29,178</td>
<td>$30,210</td>
<td>$31,219</td>
<td>$32,156</td>
<td>$33,120</td>
<td>$38,396</td>
<td>$44,511</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$64,923</td>
<td>$66,671</td>
<td>$68,877</td>
<td>$70,943</td>
<td>$73,071</td>
<td>$84,710</td>
<td>$98,202</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$28,050</td>
<td>$28,892</td>
<td>$29,758</td>
<td>$30,651</td>
<td>$31,571</td>
<td>$36,599</td>
<td>$42,428</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$2,550</td>
<td>$2,627</td>
<td>$2,705</td>
<td>$2,786</td>
<td>$2,870</td>
<td>$3,327</td>
<td>$3,857</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$25,500</td>
<td>$26,265</td>
<td>$27,053</td>
<td>$27,865</td>
<td>$28,700</td>
<td>$33,272</td>
<td>$38,571</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$18,660</td>
<td>$19,220</td>
<td>$19,796</td>
<td>$20,390</td>
<td>$21,002</td>
<td>$24,347</td>
<td>$28,225</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$464,400</td>
<td>$477,904</td>
<td>$491,804</td>
<td>$506,112</td>
<td>$520,841</td>
<td>$601,238</td>
<td>$694,174</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$305,296</td>
<td>$307,877</td>
<td>$308,988</td>
<td>$310,696</td>
<td>$312,303</td>
<td>$318,620</td>
<td>$321,424</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>116,012</td>
<td>116,012</td>
<td>116,012</td>
<td>116,012</td>
<td>116,012</td>
<td>116,012</td>
<td>116,012</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$42,874</td>
<td>$44,765</td>
<td>$46,566</td>
<td>$48,274</td>
<td>$49,881</td>
<td>$56,198</td>
<td>$59,002</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$42,874</td>
<td>$87,639</td>
<td>$134,205</td>
<td>$182,479</td>
<td>$232,366</td>
<td>$497,558</td>
<td>$785,558</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>.75</td>
<td>1.18</td>
<td>1.19</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
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<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

Printed Name: **Ezra X. W.**  
Date: **2/25/2018**

**Signature, Authorized Representative, Syndicator**

Printed Name:  
Date:  

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>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>$819,864</td>
<td>$836,261</td>
<td>$852,987</td>
<td>$870,046</td>
<td>$887,447</td>
<td>$979,813</td>
<td>$1,081,793</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$12,240</td>
<td>$12,485</td>
<td>$12,734</td>
<td>$12,989</td>
<td>$13,249</td>
<td>$14,628</td>
<td>$16,150</td>
</tr>
<tr>
<td>Potential Gross Annual Income</td>
<td>$832,104</td>
<td>$848,746</td>
<td>$865,721</td>
<td>$883,035</td>
<td>$900,705</td>
<td>$994,441</td>
<td>$1,097,944</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($62,408)</td>
<td>($65,656)</td>
<td>($64,929)</td>
<td>($66,228)</td>
<td>($67,552)</td>
<td>($74,583)</td>
<td>($82,346)</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>$769,696</td>
<td>$785,090</td>
<td>$800,792</td>
<td>$816,808</td>
<td>$833,144</td>
<td>$919,858</td>
<td>$1,015,598</td>
</tr>
</tbody>
</table>

## EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
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<td>$60,410</td>
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<td>$66,011</td>
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<td>$88,713</td>
</tr>
<tr>
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<td>$44,571</td>
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<td>$46,371</td>
<td>$51,198</td>
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<td>$131,142</td>
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<tr>
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<td>$30,510</td>
<td>$31,219</td>
<td>$32,156</td>
<td>$33,200</td>
<td>$38,396</td>
<td>$44,511</td>
</tr>
<tr>
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<td>$66,871</td>
<td>$68,877</td>
<td>$70,943</td>
<td>$73,071</td>
<td>$84,710</td>
<td>$98,202</td>
</tr>
<tr>
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<td>$29,758</td>
<td>$30,651</td>
<td>$31,571</td>
<td>$36,599</td>
<td>$42,428</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$2,550</td>
<td>$2,627</td>
<td>$2,705</td>
<td>$2,786</td>
<td>$2,870</td>
<td>$3,327</td>
<td>$3,857</td>
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<td>$27,053</td>
<td>$27,865</td>
<td>$28,700</td>
<td>$33,272</td>
<td>$38,571</td>
</tr>
<tr>
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<td>$19,220</td>
<td>$19,796</td>
<td>$20,390</td>
<td>$21,002</td>
<td>$24,347</td>
<td>$28,225</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$464,400</td>
<td>$477,904</td>
<td>$491,804</td>
<td>$506,112</td>
<td>$520,841</td>
<td>$601,238</td>
<td>$694,174</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$305,296</td>
<td>$307,187</td>
<td>$308,988</td>
<td>$310,696</td>
<td>$312,303</td>
<td>$318,620</td>
<td>$321,424</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
<td>$146,410</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
<td>$116,012</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$42,874</td>
<td>$87,639</td>
<td>$134,205</td>
<td>$182,479</td>
<td>$232,360</td>
<td>$497,558</td>
<td>$785,558</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.18</td>
<td>1.19</td>
<td>1.21</td>
<td>1.22</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name

Phone:

Email:

Date: 2-28-16

If a revised form is submitted, date of submission:
Off-Site Cost Breakdown
### Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>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>No Offsite Costs</td>
<td></td>
<td></td>
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<td>Lines 35-37 Hidden</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission:
Site Work Cost Breakdown
**Site Work Cost Breakdown**

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A**: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C**: In determining actual construction cost, two different methods may be used:

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D**: To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E**: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F**: Engineering/architectural costs must be broken out by the Site Work activity.

**Column G**: Figures for Column G, Total Activity Costs, 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>Clearing and Grading</td>
<td>$475,000.00</td>
<td>1 LS</td>
<td>$475,000.00</td>
<td></td>
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<td>$475,000.00</td>
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<tr>
<td>Erosion Control</td>
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<td>1 LS</td>
<td>$35,000.00</td>
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<td>$35,000.00</td>
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<tr>
<td>Street Improvements</td>
<td>$485,000.00</td>
<td>1 LS</td>
<td>$485,000.00</td>
<td></td>
<td></td>
<td>$485,000.00</td>
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<tr>
<td>Water Improvements</td>
<td>$175,000.00</td>
<td>1 LS</td>
<td>$175,000.00</td>
<td></td>
<td></td>
<td>$175,000.00</td>
</tr>
<tr>
<td>Storm Water Improvements</td>
<td>$235,000.00</td>
<td>1 LS</td>
<td>$235,000.00</td>
<td></td>
<td></td>
<td>$235,000.00</td>
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<tr>
<td>Sewer Improvements</td>
<td>$115,000.00</td>
<td>1 LS</td>
<td>$115,000.00</td>
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<td>$115,000.00</td>
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<tr>
<td>Electrical Distribution</td>
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<td>1 LS</td>
<td>$125,000.00</td>
<td></td>
<td></td>
<td>$125,000.00</td>
</tr>
<tr>
<td>Staking/Engineering</td>
<td>$50,000.00</td>
<td>1 LS</td>
<td>$50,000.00</td>
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<td>$50,000.00</td>
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<tr>
<td>Fine Grading</td>
<td>$25,000.00</td>
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<td>$25,000.00</td>
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<td>$25,000.00</td>
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<td>Sidewalks</td>
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<td>$95,000.00</td>
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<td>$95,000.00</td>
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<td>Detention</td>
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<td>$175,000.00</td>
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<td>$175,000.00</td>
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<td>Retaining Walls</td>
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<td>$40,000.00</td>
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<td>$40,000.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,030,000</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: Justin R. Shippey, P.E.
Printed Name: Justin R. Shippey
Seal: Justin R. Shippey

Date: 01/02/18

If a revised form is submitted, date of submission:
INDEPENDENT ACCOUNTANTS’ REPORT
ON APPLYING AGREED-UPON PROCEDURES

To:  Nacogdoches Lofts Ltd. (the “Owner”)
      5309 Transportation Boulevard
      Cleveland, Ohio 44125

RE:  Name of Property:  Nacogdoches Lofts (the “Property”)
      Name of Property Owner:  Nacogdoches Lofts Ltd.

Pursuant to the request of the Texas Department of Housing and Community Affairs (the “Agency”) and at the request of the Owner, we have performed the procedures enumerated below, which were agreed to by the Owner, solely to assist you with respect to the tax credit application documents of the Owner submitted to the Agency. The Owner’s management is responsible for the Property’s accounting records, detailed cost breakdown of estimated sitework costs, detailed site work estimate and the Owner’s tax credit application documents. The sufficiency of these procedures is solely the responsibility of the Owner. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

• We read the detailed cost breakdown for all estimated sitework costs, submitted by the Owner to the Agency as a requirement of the 2018 Low Income Housing Tax Credit Program Qualified Allocation Plan and Rules for the 2018 Low Income Housing Tax Credit Program Application;
• We read the detailed cost breakdown for all estimated sitework costs for the Property, as revised by the Owner;
• We read the detailed site work estimate, prepared by MBC Engineers (the “Registered Professional Engineer”);
• We read IRC Section 42 and the Treasury Regulations thereunder;
• We read Internal Revenue Service (“IRS”) Technical Advice Memoranda 200044005, 200044004, 200043017, 200043016, 200043015, 200203011; 200203012, 200203013, 200203014; and
• We discussed the estimated sitework costs and their respective accounting treatments with the Owner.
Nacogdoches Lofts Ltd.
Page 2 of 2

Based on our understanding of the IRS Technical Advice Memoranda and representations made to us by the Owner regarding the probable character and nature of the estimated sitework costs, we determined that estimated site work costs of $2,030,000 are potentially includable in eligible basis at cost certification, based on an estimate of sitework costs of $2,030,000 by the Registered Professional Engineer for the Property. The breakout of sitework costs from the application is as follows:

<table>
<thead>
<tr>
<th>Total Costs</th>
<th>Eligible Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site work costs</td>
<td>$2,030,000</td>
</tr>
</tbody>
</table>

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review, the objective of which would be the expression of an opinion or a conclusion on the estimated site work costs. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The final determination of sitework costs that are includible in eligible basis at cost certification cannot be made until the sitework is completed, and the character and nature of the sitework can be evaluated. Furthermore, the Owner’s treatment of sitework costs is not free from challenge by the IRS and the final outcome of these issues in an IRS examination is not free from doubt.

These agreed-upon procedures do not constitute an audit, the objective of which is the expression of an opinion on the estimated sitework costs. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Novogratz & Company LLP

February 28, 2018

Contact person for questions about this report: G. Tyler Gibbs
Phone# (248) 353-3106
E-Mail Tyler.Gibbs@novoco.com
Development Cost Schedule
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Eligible Basis (If Applicable)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
<td></td>
</tr>
<tr>
<td><strong>New/Rehab.</strong></td>
<td></td>
</tr>
<tr>
<td>1,437,480</td>
<td></td>
</tr>
<tr>
<td>43,124</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,480,604</td>
</tr>
<tr>
<td><strong>Off-Sites</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Site Work</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$2,030,000</td>
</tr>
<tr>
<td><strong>Site Amenities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$664,700</td>
</tr>
<tr>
<td><strong>Building Costs</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Concrete</strong></td>
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</tr>
<tr>
<td><strong>Masonry</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Metals</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Woods and Plastics</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Thermal and Moisture Protection</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Roof Covering</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Doors and Windows</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Finishes</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Specialties</strong></td>
<td></td>
</tr>
<tr>
<td>615,000</td>
<td></td>
</tr>
<tr>
<td>265,000</td>
<td></td>
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<td>125,000</td>
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<td>350,050</td>
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<td>268,500</td>
<td></td>
</tr>
<tr>
<td>852,640</td>
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</tr>
<tr>
<td>97,850</td>
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</tr>
<tr>
<td>Category</td>
<td>Before 11.9(e)(2)</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Equipment</td>
<td>145,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>35,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>25,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>140,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,020,975</td>
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<tr>
<td>Electrical</td>
<td>685,420</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$6,805,935</td>
</tr>
<tr>
<td><strong>Subtotal Building Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Voluntary Eligible Building Costs (After 11.9(e)(2))</td>
<td>$77.90 psf</td>
</tr>
<tr>
<td><strong>TOTAL BUILDING COSTS &amp; SITE WORK</strong></td>
<td>$9,500,635</td>
</tr>
<tr>
<td>(including site amenities)</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>4.52%</td>
</tr>
<tr>
<td><strong>TOTAL HARD COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.19%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.73%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.19%</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACTOR FEES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CONSTRUCTION CONTRACT</strong></td>
<td></td>
</tr>
<tr>
<td>Before 11.9(e)(2)</td>
<td></td>
</tr>
<tr>
<td>Voluntary Eligible &quot;Hard Costs&quot; (After 11.9(e)(2))</td>
<td>$0.00 psf</td>
</tr>
<tr>
<td><strong>SOFT COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>Architectural - Design fees</td>
<td>490,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>120,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>250,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>200,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>55,000</td>
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<tr>
<td>Impact Fees</td>
<td>350,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>100,000</td>
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<tr>
<td>Appraisal</td>
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<tr>
<td>Market analysis</td>
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<td>Environmental assessment</td>
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<td>Soils report</td>
<td>75,000</td>
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<tr>
<td>Survey</td>
<td>40,000</td>
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<tr>
<td>Marketing</td>
<td>20,832</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>50,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>29,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</table>
## Soft Cost Contingency

<table>
<thead>
<tr>
<th>Description</th>
<th>Soft Cost Contingency</th>
<th>FFE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>75,000</td>
<td>200,000</td>
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</table>

Subtotal Soft Cost

**$2,106,832**  **$0**  **$2,048,500**

## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Interest</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Inspection fees</th>
<th>Credit Report</th>
<th>Discount Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>583,100</td>
<td>119,000</td>
<td>90,000</td>
<td>50,000</td>
<td>36,000</td>
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<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Title &amp; recording fees</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<tr>
<td>Inspection fees</td>
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<td></td>
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### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Bond premium</th>
<th>Credit report</th>
<th>Discount points</th>
<th>Credit enhancement fees</th>
<th>Prepaid MIP</th>
<th>Conversion Fees and Setup Fees</th>
<th>Equity Investor Due Diligence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Title &amp; recording fees</td>
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</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<td>Bond premium</td>
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</tr>
<tr>
<td>Credit report</td>
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<tr>
<td>Discount points</td>
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<tr>
<td>Credit enhancement fees</td>
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</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
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<th>Description</th>
<th>Interest</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Tax credit fees</th>
<th>Tax and/or bond counsel</th>
<th>Payment bonds</th>
<th>Performance bonds</th>
<th>Credit enhancement fees</th>
<th>Mortgage insurance premiums</th>
<th>Cost of underwriting &amp; issuance</th>
<th>Syndication organizational cost</th>
<th>Tax opinion</th>
<th>NRP Line of Credit Reimbursement</th>
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</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>85,090</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Subtotal Financing Cost

**$1,118,190**  **$0**  **$818,790**

## DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Housing consultant fees</th>
<th>General &amp; administrative</th>
<th>Profit or fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>10,000</td>
<td>2,500</td>
<td>2,017,000</td>
</tr>
</tbody>
</table>

Subtotal Developer Fees  14.48%

**$2,027,000**  **$0**  **$2,019,500**  14.98%

## RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Rent-up</th>
<th>Operating</th>
<th>Replacement</th>
<th>Escrows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>114,750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>363,411</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves

**$478,161**  **$0**  **$0**
TOTAL HOUSING DEVELOPMENT COSTS

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)

<table>
<thead>
<tr>
<th>Description</th>
<th>Eligible Basis</th>
<th>Non-qualified Non-Recourse Financing</th>
<th>Higher Quality Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
<td>$15,501,444</td>
<td>130%</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$20,151,877</td>
<td></td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$1,813,669</td>
<td>$0</td>
<td>81.27%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis (May be greater than actual request)</td>
<td>$1,473,969</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

*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: Dan Hull
Phone Number for Contact: (210) 507-1966

If a revised form is submitted, date of submission:

DEVELOPER FEES
- Housing consultant fees
- General & administrative
- Profit or fee

Subtotal Developer Fees 14.48% $2,027,000

RESERVES
- Rent-up
- Operating
- Replacement
- Escrows

Subtotal Reserves $478,161

TOTAL HOUSING DEVELOPMENT COSTS

$18,342,993
Financing Narrative and Summary of Sources and Uses
### Narrative and Summary of Sources and Uses

**Construction Period**

<table>
<thead>
<tr>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lein Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA</td>
<td>2,025,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>11,900,000</td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$16,683,944</td>
<td>$18,342,993</td>
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</table>

**Permanet Period**

<table>
<thead>
<tr>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort - ation</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Lein Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,025,000</td>
<td>4.00%</td>
<td>30</td>
<td>10</td>
<td></td>
<td>2</td>
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<tr>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
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<td></td>
<td>2</td>
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<tr>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
<td>2</td>
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<tr>
<td>$2,035,000</td>
<td>6.00%</td>
<td>30</td>
<td>15</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**Third Party Equity**

- Hudson Housing Capital: $1,467,404
- $758,444
- $13,792,218

**Grant**

- City of San Antonio Fee Waiver: $500
- In Kind Contribution: $500

**Deferred Developer Fee**

- Direct Loan Match: $490,275

**TOTAL HOUSING DEVELOPMENT COSTS**

- $17,342,993

**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 complete 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 (date 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).

The foregoing summary of sources and uses exhaustively lists all sources of funds and no other financing exists. Lease-up and operating reserves are included in the cost schedule. The developer will defer its fee as required by the transaction, the amount projected can be repaid from cash flow per TDHCA requirements. Hudson Housing Capital will provide equity in the amount shown above, priced at $0.94 per $1 of Tax Credits. The City of San Antonio has already committed to a $500 fee waiver. Match funds for the MFIL are being provided by San Antonio ICRI Fee Waivers, and in-kind services from MBC Engineers. Because no funds are changing hands and all contributions are waivers or in-kind, the cost has not been included in the total development costs or the Sources and Uses.

Describe the replacement reserves:

Reserves are $250 per unit per year for a total of $25,500 per year. We have not assumed an upfront escrow payment of one year in the development cost schedule.

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):

- Rents are calculated at the maximum rent limits, or High and Low Income rents as required by the HILO program operated by TDHCA, less any utility allowance as shown on the rent schedule. There are no direct subsidies to the project such as vouchers or operating subsidies. There are also no pending applications or approvals required other than the ones in this application. Reserves for this development are projected as shown in the development cost schedule for operating and lease-up.

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

_Printed Name_ PHIL

_Date_ 2/28/2018

**Telephone:** (512) 389-5754

_Email address:_ phil@email.com

If a revised form is submitted, date of submission: __________
32

Financial Capacity (MFDL Only)

NOT APPLICABLE
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 the 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 the 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.
33 Match Funds (MFDL Only)
**Match Funds (Multifamily Direct Loan Applications Only) [§10.204(7)(E)]**

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>$99,000</td>
<td>ICIP</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 INCLUDE DEVELOPER FEES</strong></td>
<td>$2,250</td>
<td>Donated Professional Services - MBC</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>$101,250</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$2,025,000</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>5.00%</td>
<td></td>
</tr>
</tbody>
</table>

4. Tab 33 & 35, Match Commitment – I was unable to find the commitment letters for the match funding claimed in the application. Provide the letters.

*Per our telephone conversation, the application includes a letter verifying application for ICRIP and SAWS waivers from the City of San Antonio, in an amount that exceeds the $99,000 in the Tab 33 Form and a letter from MBS for $2,250. The ICRIP waiver is valued at $16,614.97 and the remainder of the match is proposed to come from San Antonio’s waiver program known as SAWS. Confirmation of our application and the potential value ($424,371) of that is included in the application. SAWS is not awarded until October of every year. In the event the project is not awarded SAWS funds, we will provide additional match from either a tax exemption or in-kind donations.*
Your application for a project fee waiver has been approved but is not yet active. In order to activate your waiver, you must pay the administrative fee of $100 for a City fee waiver and/or $100 for a SAWS impact fee waiver. Within 24 hours, you will receive another email with your Invoice #. Your waiver will be activated and ready to use once this invoice is paid. You may pay in person at the Development Services One Stop Center at 1901 S. Alamo St., or you can email Cheryl Lardy at Cheryl.Lardy@sanantonio.gov to arrange for payment by phone.

Please note the following:

• City fee waivers are valid for one year from the date of approval and are eligible for one free renewal. Every renewal thereafter is $100.

• SAWS impact fee waivers have limited funding and may require additional review prior to approval.

• SAWS impact fee waivers are valid for six months from the date of approval and are eligible for one free renewal. SAWS impact fee waivers may be renewed a total of 3 times, 6 months at a time, for a total of 2 years.

After the end of the third renewal, any unused SAWS impact fee waivers will be released and reallocated to other active projects. The first renewal is free. The second and third renewals cost $100 each.
• If a fee waiver is not renewed within 30 days of expiration, the reserved funds will be released for other projects and a new application must be submitted for a new fee waiver.

• Waivers attach to the property, not individuals, so all project tradesmen can utilize the same waiver. Please be sure the waiver ID is provided to City staff upon submitting paperwork for permits to ensure fees aren’t paid unnecessarily.

• Waivers DO NOT provide reimbursement of fees already paid.

Please visit the ICRIP website https://www.sanantonio.gov/ccdo/IncentivesAndPrograms/ICRIP.aspx for more information.

To redeem your waiver, simply mention your name, project address, or Waiver ID #2390 at the service counter when applying for your permits or requesting service. You could also present this email approval confirmation.

For any questions about this process, please email ICRIPAdmin@sanantonio.gov.
Thank you for investing in Center City San Antonio!

*** Waived Request Detail ***
Waiver Request Id: 2390
Project Owner: Nacogdoches Lofts Ltd.
Project Owner Type: ForProfit
Other Project Owner Type:
Project Role: Owner/Developer
Other Project Role:
Applicant: Jason Arechiga
Title: VP Development
Company Name: NRP Lone Star Development LLC
Address: 200 Concord Plaza, Suite 900
City: San Antonio
State: TX
Zip: 78216
Phone: 210-487-7878
Fax: 210-487-7880
Email: jarechiga@nrpgroup.com
Project Address: Nacogdoches Road North of Spring Farm Street
City Council District: 10
Property/Parcel Id: 591583
Acreage:

Proposed Land Use of Project: Residential

Other Proposed Land Use of Project:

Housing Units Created: 102

Project Description: Nacogdoches Lofts will be a new construction Senior Development consisting of approximately 102 units. Nacogdoches Lofts will be an affordable senior housing development serving seniors at 30%, 50% and 60% of the area median income. Of the 102 units, 81.4% or 83 units will be affordable; 18.6% or 19 units will be offered at market rate rents. The total development cost is estimated at $18,362,897. Amenities include spacious living areas, large walk-in closets, ceiling fans, washer/dryer connections, central heat/air conditioning, energy star or equivalent rated appliances, a community center, leasing office, business center with computers, printer, WiFi, fitness center. Supportive services specifically catered for seniors will be offered at no additional cost. Laundry room, mail kiosks, perimeter fencing and ample parking will be available. An estimated 125-150 construction jobs will be created and 3-5 permanent jobs will be provided.

Proposed level of investment: $18,362,897.00

Estimated Project Start Date: 8/6/2019

Estimated Project Completion Date: 11/2/2020

Current Zoning of Project Site: C-1 AHOD; C-2 AHOD; C-3

Estimate of City Fees: $16,614.97

Has your project applied for incentives through any other City departments?: No

If so, what departments?:

Is your project seeking a SAWS sewer and water fee waiver?: Yes

Estimated amount of SAWS sewer and water impact fee waiver?: $424,371.00

Request Submitted Date: 2/15/2018 2:49:34 PM

Request Status: Approved

Request Status Date: 2/16/2018 2:24:26 PM
Est. Claim Date: 1/7/2019
City Approved: Yes
SAWS Approved: No
City Expiration Date: 2/27/2019 5:55:08 PM
SAWS Expiration Date:
March 1, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

RE: Nacogdoches Lofts (TDHCA# 18052) – Donated Services

To Whom It May Concern:

This letter is to confirm that $2,250.00 in donated Professional Services from Macina, Bose, Copeland and Associates, Inc. (MBC Engineers) has been granted to Nacogdoches Lofts Ltd. for the development of Nacogdoches Lofts.

Should you have any questions or need any additional information please do not hesitate to contact me at (210) 545-1122, ext. 107 or via email at dallen@mbcengineers.com

Sincerely,

MACINA · BOSE · COPELAND AND ASSOCIATES, INC.
Texas Registered Engineering Firm F-784

[Signature]

David L. Allen, P.E.
Executive Vice President

DLA/Ik

#31958-1675
### Finance Scoring (for Competitive HTC Applications ONLY)

| Self Score Total: | 122 |

1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))**

   Name of the Local Political Subdivision providing the funding:
   
   **City of San Antonio**

   - [x] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
   - [x] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
   - [x] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

   **Total Points Claimed:** 1

2. **Financial Feasibility (§11.9(e)(1))**

   - [ ] 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 8.82%

   HTC funding request as a percent of Total Housing Development Cost 8.00%

   **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
Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>X</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
<tr>
<td>na</td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td>na</td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td>na</td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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)]</td>
</tr>
<tr>
<td>na</td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>
RE: Lender Approval Letter for Nacogdoches Lofts, Ltd. TDHCA #18052

To Whom it May Concern:

The attached 15-year pro forma was prepared by Nacogdoches Lofts, Ltd. for Nacogdoches Lofts located in San Antonio, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CommunityBank of Texas’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further due diligence review. The debt service coverage ratio for each of the first 15 years is no less than a 1.15.

Additionally, we have performed a preliminary review of the credit worthiness of Nacogdoches Lofts, Ltd. and its Principals. At this time, CommunityBank of Texas, N.A. 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.

Sincerely,

CommunityBank of Texas, N.A.

Stephen W. Rose
Executive Vice President
9 Greenway Plaza, Suite 110
Houston, Texas 77046
(713) 308-5754
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</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>$819,864</td>
<td>$836,661</td>
<td>$852,987</td>
<td>$870,046</td>
<td>$887,447</td>
<td>$979,813</td>
<td>$1,081,792</td>
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<tr>
<td>Secondary Income</td>
<td>$12,040</td>
<td>$12,050</td>
<td>$12,074</td>
<td>$12,090</td>
<td>$12,099</td>
<td>$12,149</td>
<td>$14,628</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$831,904</td>
<td>$848,711</td>
<td>$865,061</td>
<td>$882,136</td>
<td>$899,536</td>
<td>$994,441</td>
<td>$1,097,948</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($62,408)</td>
<td>($65,656)</td>
<td>($68,923)</td>
<td>($72,228)</td>
<td>($75,552)</td>
<td>($74,583)</td>
<td>($82,346)</td>
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<tr>
<td>Rent 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>$769,596</td>
<td>$785,090</td>
<td>$800,792</td>
<td>$816,808</td>
<td>$833,144</td>
<td>$919,858</td>
<td>$1,015,598</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$58,650</td>
<td>$60,410</td>
<td>$62,222</td>
<td>$64,088</td>
<td>$66,011</td>
<td>$76,525</td>
<td>$86,713</td>
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<td>Management Fee</td>
<td>$12,460</td>
<td>$13,697</td>
<td>$14,757</td>
<td>$15,562</td>
<td>$16,371</td>
<td>$21,068</td>
<td>$26,526</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$107,300</td>
<td>$110,133</td>
<td>$113,622</td>
<td>$117,031</td>
<td>$120,542</td>
<td>$139,741</td>
<td>$161,998</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$86,700</td>
<td>$89,501</td>
<td>$91,980</td>
<td>$94,739</td>
<td>$97,582</td>
<td>$113,124</td>
<td>$131,142</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
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<td>$68,877</td>
<td>$70,943</td>
<td>$73,071</td>
<td>$84,710</td>
<td>$98,202</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$28,050</td>
<td>$28,892</td>
<td>$29,758</td>
<td>$30,651</td>
<td>$31,571</td>
<td>$36,699</td>
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<tr>
<td>Property Tax</td>
<td>$2,550</td>
<td>$2,627</td>
<td>$2,705</td>
<td>$2,850</td>
<td>$2,870</td>
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<tr>
<td>Reserve for Replacements</td>
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<td>$21,022</td>
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<td>$28,225</td>
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<td>$506,112</td>
<td>$520,841</td>
<td>$601,238</td>
<td>$694,174</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$305,296</td>
<td>$307,873</td>
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<table>
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<tr>
<th>DEBT SERVICE</th>
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</tbody>
</table>

### ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th>ANNUAL NET CASH FLOW</th>
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</tr>
</thead>
<tbody>
<tr>
<td>$42,874</td>
<td>$44,756</td>
<td>$46,566</td>
<td>$48,274</td>
<td>$49,881</td>
<td>$56,198</td>
<td>$59,002</td>
<td></td>
</tr>
</tbody>
</table>

### CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
<th>CUMULATIVE NET CASH FLOW</th>
<th></th>
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<td>$232,360</td>
<td>$497,558</td>
<td>$785,558</td>
<td></td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

| Debt Coverage Ratio                           | 1.16    | 1.17    | 1.18    | 1.18    | 1.19    | 1.21    | 1.22    |

**By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(a)(1) relating to Financial Feasibility).**

---

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name:** [Signature, Authorized Representative, Construction or Permanent Lender]

**Date:** 2/25/2018

**Phone:** (713) 208-5754

**Email:** sro500@cbohr.com

**Signature, Authorized Representative, Syndicator**

**Printed Name:** [Signature, Authorized Representative, Syndicator]

**Date:** [Signature, Authorized Representative, Syndicator]

If a revised form is submitted, date of submission: [Signature, Authorized Representative, Syndicator]
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</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>$819,864</td>
<td>$836,261</td>
<td>$852,987</td>
<td>$870,046</td>
<td>$887,447</td>
<td>$979,813</td>
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</tr>
<tr>
<td>Secondary Income</td>
<td>$12,240</td>
<td>$12,485</td>
<td>$12,734</td>
<td>$12,989</td>
<td>$13,249</td>
<td>$14,628</td>
<td>$16,150</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$832,104</td>
<td>$848,746</td>
<td>$865,721</td>
<td>$883,035</td>
<td>$900,696</td>
<td>$969,411</td>
<td>$1,097,944</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($62,408)</td>
<td>($63,656)</td>
<td>($64,929)</td>
<td>($66,228)</td>
<td>($67,552)</td>
<td>($74,583)</td>
<td>($82,346)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$769,696</td>
<td>$785,090</td>
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<td>$816,808</td>
<td>$833,144</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$58,650</td>
<td>$60,410</td>
<td>$62,223</td>
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<td>Management Fee</td>
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<td>$45,462</td>
<td>$46,371</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$89,301</td>
<td>$91,980</td>
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<td>$97,582</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$64,973</td>
<td>$66,871</td>
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</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.18</td>
<td>1.19</td>
<td>1.21</td>
<td>1.22</td>
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<td>Other (Describe)</td>
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<td></td>
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</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
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By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminary considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicate

Printed Name: ____________________________
Phone: ____________________________
Email: ____________________________
Date: 2-28-16

If a revised form is submitted, date of submission: ____________________________
February 28, 2018

Nacogdoches Lofts, Ltd.
George Currall
5300 Transportation Blvd.
Cleveland, Ohio 44145

Re: Nacogdoches Lofts

Dear George,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing for Nacogdoches Lofts, Ltd. ("Borrower") for the development of Nacogdoches Lofts, a 102-unit LIHTC senior development to be built in San Antonio, Texas. The proposed terms and conditions are as follows:

Summary of Terms

Borrower: Nacogdoches Lofts, Ltd.

Guaranty: Construction loan will be guaranteed by NRP Holdings, LLC, NRP Investments, LLC, NRP Contractors, LLC, and NRP Contractors II, LLC. In addition, the General Contractor will bond major subcontractors. Permanent loan will be non-recourse except as to normal “bad boy” carve outs.

Project: Nacogdoches Lofts, Ltd.

Credit Facilities: A) Construction loan of approximately $11,900,000

- Priced at a variable rate of Prime – 0.25%, floating subject to a minimum all-in rate of 5.00% (floor of 5.00%)
- 30-month construction loan term
- One 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).

- Interest only due monthly during construction period
- Total construction loan period including extension is 36-months
B) Permanent loan of up to approximately $2,035,000 (amount also subject to investor approval) at an assumed underwriting rate of interest of 6.00%:

- Subject to final approval, the permanent loan rate will be locked at 6.00% fixed assuming a 30-year amortization.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- No pre-payment penalty – You may pay off the loan at anytime without penalty.
- Principal and interest due monthly during permanent period based on a 30-year amortization; balloon payment due at maturity
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. All project reserve will be held at CommunityBank of Texas. It is expected that these reserve requirements will mirror the equity term sheet, but that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Loan-to-value: 1) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal’s identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. Appraisal report will be in form and substance acceptable to the Bank.

Collateral:

- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- 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.

Fees:

An origination fee of 1.00% for the construction loan and 1.00% for the permanent loan will both be payable at construction loan closing. An extension fee of 0.25% (of the outstanding loan balance) will be charged upon exercise of the 6-month construction loan extension.

Borrower will also 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, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether or not the facilities contemplated herein are funded. This obligation will survive whether or not the loans are approved.
Reporting Requirements: Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period

Summary of Conditions

This proposal is subject to all of the following conditions being met prior to construction closing:

Tax Credit Allocation: Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,467,404.

Other Funds: The Bank acknowledges amounts and terms of other anticipated sources of project financing are to include the following estimated amounts:
- Tax Credit Equity Proceeds - $13,792,218
- TDHCA MDL - $2,025,000
- City Of San Antonio (in-kind contribution) - $500
- Deferred Developer Fee - $490,275

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval.

Developer Fee: Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity LOI.

Project Budget: The Bank’s current understanding of the project budget is based on information provided by Borrower via email on 2/22/2018. The Bank acknowledges that this project budget is subject to change. However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

Other Conditions: Receipt and approval of those items listed in the Due Diligence Checklist.
This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank's internal approval process, which includes, but is not limited to, a review of the Borrower's then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. George, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: [Signature]

Stephen W. Rose
Executive Vice President
February 23, 2018

George Currall
NRP Group LLC
5309 Transportation Boulevard
Cleveland, OH 44125

Re: **Nacogdoches Lofts – San Antonio, TX – TDHCA #18052**

Dear George:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own Nacogdoches Lofts (the “Partnership”).

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth are the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 102-unit complex in San Antonio, Texas (the “Property”). You have advised us that NRP Lone Star Development LLC and Aguillon & Associates LLC (collectively, the “Developer”) will be the co-developers of the Property and Nacogdoches Lofts GP, LLC (the “General Partner”), a single purpose entity, will be the general partner of the Partnership. Individuals and/or entities acceptable to Hudson (collectively, the “Guarantor”) shall jointly and severally guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property expects to receive an allocation of 9% Tax Credits in the annual amount of $1,467,404 and that **84 of the 102 units** will qualify for Tax Credits.
I. Equity Investment

The Investor will contribute to the Partnership a total of $13,792,218 (the “Total Equity”) or approximately $0.94 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>20%</td>
<td>Closing and through construction</td>
</tr>
<tr>
<td>Second</td>
<td>45%</td>
<td>100% Completion</td>
</tr>
<tr>
<td>Third</td>
<td>34%</td>
<td>Permanent Loan Closing &amp; Breakeven Date</td>
</tr>
<tr>
<td>Fourth</td>
<td>1%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

A. First Capital Contribution. The Investor will fund the First Capital Contribution at Closing.

B. Second Capital Contribution. The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of a final Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.

C. Third Capital Contribution. The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for 3 months (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2020/2021 and the amount allocable to each partner (the “Final Certification”); (v) receipt of prior year’s income tax returns in the event such returns are then due; (vi) receipt and approval of initial tenant files; and (vii) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant).

“Breakeven” shall mean that, for each such month, occupancy is at least 95% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units) exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and
generates debt service coverage of not less than 1.15X on all mandatory debt assuming the greater of actual or a 7.5% vacancy rate on the residential income.

D. **Fourth Capital Contribution.** The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iv) above, $15,000 of the Fourth Capital Contribution will be held back and promptly released upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

- **a.** Construction loan from a lender acceptable to the Investor in the approximate amount of $11,900,000.

- **b.** Permanent loan from a lender acceptable to the Investor in the approximate amount of $2,035,000 with a fixed interest rate not to exceed 6.00% compounded, a term of at least 15 years, and payments based on 30-year amortization.

- **c.** A construction to permanent loan from TDHCA in the approximate amount of $2,025,000 with a fixed interest rate not to exceed 4.00% compounded and a term of at least 30 years.

- **d.** A $500 in-kind contribution from the City of San Antonio.

- **e.** Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

**II. Developer Fee**

The Developer shall receive a Developer Fee of $2,027,000, of which $1,536,725 is expected to be available from capital sources (the “Cash Developer Fee”) which shall be paid as follows: (i) 15% at closing; (ii) 15% at Completion; and (iii) the balance from the Third and Fourth Capital Contributions.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees shall be paid from available cash flow as detailed in Section IV and shall not bear interest. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 14 years from the date of the payment of the Second Capital Contribution.
II. **Property Management Fee**

The General Partner may retain an unaffiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. **Cash Flow Distributions**

Cash flow from the Property, after payment of operating expenses, which shall include the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service, replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner (“Cash Flow”), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

A. to the payment of any amounts owed to the Limited Partner;
B. to the payment of any Operating Deficit Loans, if any;
C. to the replenishment of the Operating Reserve;
D. 90% of the remaining Cash Flow to payment of Developer Fees, then the balance, if any, to the General Partner as a preferred return with an equivalent allocation of income; and
E. the remainder to be split in accordance with Partnership interests.

V. **Sale or Refinancing Proceeds**

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities (other than to the General Partner and its affiliates) and expenses of the Partnership, and establishment of necessary reserves) shall be distributed as follows:

A. Repayment of outstanding loans by the limited partners, if any;
B. Payment of amounts due to the limited partners;
C. Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
D. 10% to the Investor and 90% to the General Partner.

VI. **Right of First Refusal / Option**

A. **ROFR:** A qualified non-profit corporation designated by the General Partner shall have a right of first refusal as allowed under Section 42 of the Code, commencing upon the expiration of the tax credit compliance period and ending one year thereafter, to purchase the Property for the outstanding debt (including any amounts owed to the Investor) plus all exit taxes of the limited partners (the “Right of First Refusal Price”).
B. **Option:** The General Partner or its designated affiliate shall have a non-assignable option, for a period of one year subsequent to the expiration of the tax credit compliance period, to purchase the Property for the greater of (a) the fair market value of the Property (based on a bona-fide third party offer), and (b) Right of First Refusal Price.

VII. **General Partner Commitments**

A. **Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption that the Partnership will qualify for and claim $405,000 of Tax Credits in 2020, the full amount of the Partnership’s Tax Credit allocation, $1,467,257, for Tax Credits for each year from 2021 through 2029, and $1,062,257 of Tax Credits in 2030.

1. **Adjustments during equity payment (construction and lease-up) period**

   a. **Volume Adjuster**
   
   In the event that either the Form 8609’s or the Final Certification indicates that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor sufficient to restore the Tax Credit Ratio as defined in Section I above.

   b. **Timing Adjuster**
   
   Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2020/2021 is less than the amounts specified above for the corresponding years, the Second/Third/Fourth Capital Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

2. **Adjustments during compliance period**

   A. **Compliance Adjuster.** After the Form 8609’s have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor’s interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the General Partner, or its affiliates, will be subordinated to any required payment pursuant to this paragraph.

   B. **Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and
operations until the funding of the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor’s capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An “owner’s” construction contingency in an amount equal to 5% of the construction costs will be required.

C. **Operating Deficit Guarantee.** The General Partner shall make interest free loans to the Partnership ( repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning on the funding of the Third Capital Contribution and ending on the completion of 3 consecutive years of Breakeven operations, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate, provided that the Operating Reserve has been replenished to its Minimum Balance.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to 6 months of underwritten operating expenses and debt service (the “Minimum Balance”) at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow. Withdrawals of up to 50% of the Operating Reserve will be allowed prior to the expiration of the Operating Deficit Guaranty.

D. **Obligations of General Partner.** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2020; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred by June 30, 2021; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.
If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 105% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time.

E. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

F. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days, and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $5,000 in any year.

**VIII. Fees to Affiliates of Hudson**

**Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $5,000, which amount shall be increased annually by the CPI Percentage. Such fee shall commence in the year of funding of the Third Capital Contribution.

**IX. Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.

**X. Accountants**

The Accountants for the Partnership shall be CohnReznick Group, Novogradac & Co., or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.
XI. **Investment Partnership Rights**

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

XII. **Insurance**

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a “date down” of such policy shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least $6,000,000 per occurrence increased biennially by the CPI Percentage; (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property; (iii) rental loss insurance for a period of 12 months after the date of loss; and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender’s loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. **Indemnity Agreement**

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. **General Conditions**

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders; (ii) review of title (including a “date-down” endorsement), survey, environmental and other legal and regulatory matters; (iii) receipt of a “No Change” legal opinion from counsel to the Partnership; and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.
XV. **Conditions to Closing**

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited Partnership interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 27.5 years; (vii) evidence of the financial status of the Guarantor by way of current financial statements prepared in accordance with A.I.C.P.A. standards; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this Letter of Intent is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Investor’s satisfactory completion of final due diligence and Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any change in such market conditions, including but not limited to, changes related to expectations of higher interest rates or tax reform, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.

By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials. This Letter of Intent will terminate on August 31, 2018.
If the above proposal is acceptable, please indicate your acceptance by executing two copies of this commitment and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

By: __________________________
Joshua Lappen
Vice President
February 15, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

RE: Commitment of Funding for Nacogdoches Lofts, TDHCA #18052

Dear Mr. Irvine:

This letter is being provided by the City of San Antonio to the Texas Department of Housing and Community Affairs ("TDHCA") concerning the 2018 Competitive 9% Housing Tax Credit Program. This letter is intended to satisfy the requirements of the Section 11.9(d)(2) of the 2018 Qualified Allocation Plan, which states:

An Application may receive one (1) point for a commitment of Development funding from the city (if located in a city) or county in which the Development Site is located. The commitment of Development funding must be 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. Documentation must include a letter from an official of the municipality, county, or other instrumentality with jurisdiction over the proposed Development stating they will provide a loan, grant, reduced fees or contribution of other value that equals $500 or more for Applications located in Urban subregions or $250 or more for Applications located in Rural subregions for the benefit of the Development. The letter must describe the value of the contribution, the form of the contribution, e.g. reduced fees or gap funding, and any caveats to delivering the contribution. Once a letter is submitted to the Department it may not be changed or withdrawn.

The City hereby commits the sum of Five Hundred and No/100 Dollars ($500.00) in gap funding to the above-identified development, said funding commitment being conditioned upon the development's successful award of 2018 Competitive 9% Housing Tax Credits by TDHCA. If the development does not receive the award of Housing Tax Credits, this commitment shall be void.

Regards,

Verónica R. Soto, AICP
Director, Neighborhood and Housing Services Department
Veronica.Soto@sanantonio.gov
210.207.6620
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**
   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **No** 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
   - **No** 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: **CANNOT BE LESS THAN 5%**
     - Cash flow from operations: **CANNOT BE LESS THAN 5%**
     - Developer Fee: **CANNOT BE LESS THAN 5%**
     - Total: **0.00%**
   - **No** 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.
   - **No** 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** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - **No** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 0

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**
   - **Yes** A certified HUB will participate in Development Services or provide on-site tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **No** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - **X** No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - **X** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 1

   **Total Points Claimed:** 1
Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1275562593100
File/Vendor Number: 476359
Approval Date: 18-SEP-2017
Scheduled Expiration Date: 30-SEP-2020

In accordance with the Memorandum of Agreement between the South Central Texas Regional Certification Agency (SCTRCA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that AGUILLON & ASSOCIATES LLC has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 20-SEP-2017, 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, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the SCTRCA's program, you must immediately (within 30 days of such changes) notify the SCTRCA's 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. If your firm ceases to remain certified in the SCTRCA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

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, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16
HUB EXPERIENCE & MATERIAL PARTICIPATION

Aguillon & Associates, LLC (“Aguillon”) has worked with The NRP Group (“NRP”) over the past five years at its affiliated communities in the areas of marketing, public relations, public affairs and event planning. This ongoing partnership with NRP has given Aguillon the opportunity to develop a greater understanding of the affordable housing market, as well as the overall economic development in San Antonio and the greater Texas area.

Aguillon entered the ownership structure of Commons of Grace (04224/07054 CMTS ID 4081) in January 2015 as a member of the General Partner and the HUB.

Aguillon will participate in the operations of the Nacogdoches Lofts development subject to the terms of a to-be-executed Material Participation Agreement. Aguillon’s duties may include, but are not limited to the following:

(i) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting the needy, to advise such agencies about the availability of the development as desirable housing for low-income families, and promote and encourage such agencies to refer potential tenants to the development

(ii) assist in providing alternative outreach marketing resources for the development

(iii) obtains information from and consults with residents of the development as to social and educational services which might be provided to them and then analyzes the results to make recommendations of additional services;

(iv) reviews annual operating budget and monthly financial statements and reports for the development;

(v) reviews and approves any changes to the development’s Affirmative Fair Housing Marketing Plan
Melissa Aguillon  
CEO/President  
Aguillon & Associates LLC

Melissa has been entrenched in public relations, community outreach, government relations and marketing for the last 20 years. Her past employers and current clients include public agencies and private organizations at the local, state and national levels. She has developed a recognized reputation, which she utilizes to assist her clients with making the appropriate connections and increase brand awareness.

Melissa started her business over 7 years and now has a team of 6 employees, with clients ranging from corporations to small businesses, in addition to government agencies and non-profit organizations.

She is a former board member of the San Antonio Hispanic Chamber Board of Directors, having served as Tri-Chair of their 83rd and 84th Annual Gala in 2012 and 2013 respectively and Communications Chair in 2013, the University of Texas at San Antonio Alumni Association Board of Directors (2009 – 2013), is a member of Leadership San Antonio (LSA) – Class 32 and served on the Steering Committee of LSA 39 in 2014. She recently graduated from the Hispanic Chamber’s Inaugural Class of the Latina Leadership Institute, who’s mission is to increase the number and influence of Hispanic Women in elected and appointed office positions in the U.S. Melissa completed the San Antonio Hispanic Chamber’s Alexander E. Briseno Leadership Development Program and the City of San Antonio’s Leadership Development Program. She is also an active member of the San Antonio Association of Hispanic Journalists’, having served as Public Relations Chair in 2014, and Tri-Chair of their annual scholarship gala, from 2012 - 2014. She currently serves on the SAISD Foundation Board, Central Catholic Communications Committee and the Girl Scouts of Southwest Texas’ Fund Development Committee.

Melissa ran for State Representative, District 123 in January of 2015. From this positive experience, she garnered much support and continued knowledge of important issues impacting San Antonio and the state of Texas. In addition, she is an active member of Geekdom and Tech Bloc, supporting San Antonio’s tech ecosystem.

In 2013, Melissa received the Marketing Award at the La Prensa Foundation Diamond Awards Gala for her outstanding efforts in marketing and for her commitment to developing San Antonio’s small business and non-profit community. The San Antonio Chamber of Commerce also recognized Melissa with the Rising Star award at their 2014 Small Business Award Dinner.

Melissa earned a BA and a Master’s in Public Administration from the University of Texas at San Antonio. She is married to Thomas Aguillon, Director of Government Relations for Charter/Spectrum and has two children Benjamin (13) and Karina (9).

Some current clients include The NRP Group, LLC, 7-Eleven, Phipps Anderson Deacon LLC, Planet Sub and Solar Host SA.
Community Housing Resource Partners, Inc. (CHR Partners) will have an ownership interest of 51% for Nacagdoches Lofts. The nonprofit shall be the 100% owner of the general partner throughout the construction and compliance periods.

**Experience Overview**

CHR Partners is a non-profit corporation that provides quality, affordable housing opportunities for low and moderate-income individuals and families. For more than a decade, CHR Partners has successfully developed affordable housing communities in Texas, Ohio and Indiana with the assistance and coordination of strong partnerships within the community. In essence, CHR Partners engages with nonprofit organizations, businesses, governmental entities, and social agencies to identify and meet the community’s housing needs.

In addition, CHR Partners offers direct and coordinated supportive services with key measures and guidelines in check. By offering programs which assess and address core economic and social issues, CHR Partners builds community partnerships.

**Material Participation**

As noted, CHR Partners will hold an ownership percentage that allows the organization decision making capacity. During the development and construction periods, CHR Partners will be actively involved in garnering support within the community for the development, making design decisions, reviewing/approving the budgets and financial documents and selecting other third party professionals who will work on the development. During the compliance period, CHR Partners will play an active role in the management/asset management aspects of the development as well as the provision of supportive services for the residents. CHR Partners will review and approve all operating budgets, review monthly rent rolls, review audited financial statements and tax returns and will participate in property management meetings to make decisions about the property. CHR Partners staff will have a regular presence at the site as the service coordinator for the development. Executing the supportive service plan for the development gives CHR Partners a unique opportunity to have a very hands-on approach with the residents. This will allow CHR Partners a unique perspective with the residents and to balance the residents’ needs with the operational needs of the development.

As noted in the application, CHR Partners will receive a developer fee and a portion of the cash-flow.
A nonprofit with a powerful financial sustainability model.

For 73% of severely cost-burdened renter households in the U.S., rent consumes more than half of their income.

Community Housing Resource (CHR) Partners is a nonprofit dedicated to developing quality, affordable housing where built-in social services empower low-income residents to grow and prosper.

In the U.S. today, there is a critical lack of affordable housing, leading to home-life instability for low income individuals. But CHR understands through compassionate care and high-integrity services, this can change.

We partner with experienced residential developers to increase the stock of quality, affordable housing nationwide.

Each of our properties is equipped with onsite social services like job readiness programs, financial literacy resources, and after-school homework help — at no additional cost to residents.

Through this support, CHR Partners promotes self-sufficiency, education, health and wellness, and stable communities.

The thousands of individuals we serve everyday are able to improve their lives from the safety and convenience of their own neighborhood. When we’re successful, the entire community flourishes. Heads of households perform better at work, children do better in school, and families grow stronger and more independent.

But, we can’t do it alone. CHR is effective thanks to strong partnerships with stakeholders in the areas we serve. Local businesses, community leaders and volunteers can directly impact our residents through in-kind donations or participation in any of our numerous programs.
CHR PARTNERS

Mission & Vision

Mission

CHR Partners is dedicated to creating quality, affordable housing where built-in social services empower low-income residents to reach independence.

Vision

We envision low-income families achieving home-life stability and self-sufficiency built on a foundation of quality, affordable housing and supportive social services.
Meghan Garza-Oswald, Executive Director
19141 Stone Oak Pkwy #104
San Antonio, TX 78258
O:210315-9349
C: 210-387-4059
moswald@chrpartners.org

BOARD MEMBERS
Gaye Preston, Chair and Treasurer
2305 Roosevelt
San Antonio, TX 78210
(210) 533-5195
Chief Financial Officer,
Lighthouse for the Blind

Christopher Kinne, Director
8215 Kauai Bay
San Antonio, TX 78255
(210) 812-0280
Cyber Space Consultant

Victor Nivens, Director
26023 Turquoise Sky
San Antonio, TX 78261
B: 512-731-7504
Human Resource Director, HEB

Christian Reed-Ogba, Director **
2003 S. Zaramora
San Antonio, TX 78207
(210) 418-9051
Owner, BethanyEastPR

Allison Hu, Director **
609 Hays Street
San Antonio, TX 78202
(512) 914-6961
Partner, Participation Studio

Penelope Boyer, Ph.D., Director **
127 Callaghan Avenue
San Antonio, TX 78210
H: (210) 224-2518
C: (210) 685-2277
LHI Art-Sci Projects Director

Mary Hada, Director
5309 Transportation Blvd.
Cleveland, OH, 44125
D: (216) 584-0650
Project Manager

Tracey Kirksey, Member
3778 Glenwood Road
Cleveland Hts, Ohio 44121
216.695.9201

Melissa Cabello-Havrda, Director **
945 N. Flores
San Antonio, TX 782312
P:(210) 213-0012
Casner & Cabello Havrda, PLLC - Partner

** denotes Board Members in Low-Income Tracts or represents a low-income or underserved community.
Juan Cano, Director  
413 Santa Clara Place  
San Antonio, TX 78210  
(210) 860-6788  
Principal, Cano Development

Staci Hinson, Director  
2305 Roosevelt  
San Antonio, TX 78210  
(210) 533-5195  
Controller, Lighthouse for the Blind

** denotes Board Members in Low-Income Tracts or represents a low-income or underserved community.
HOW WE DO IT

Financially Self-Sustaining Affordable Housing Developments

Unlike many nonprofit organizations, CHR Partners does not rely on donations or other philanthropic support to operate. Each of our multi-family communities is financially self-sufficient, allowing CHR Partners the freedom and flexibility to provide a broad range of services tailored to the needs of the residents we serve.

The Low Income Housing Tax Credit Program is the primary funding component in the development of our multifamily properties. This program is a highly competitive and applicants are subject to rigorous review of all proposed developments. This program allows CHR Partners to develop the highest quality housing and rent below market rate for our families living in poverty.

LEVERAGING TAX CREDITS

CHR operates within a powerful, financial sustainability model

Once CHR's proposal is selected, the state awards us Housing Credits needed to construct the residences, and we sell these credits for cash to investors who wish to reduce their taxes. The cash we receive goes toward the mortgage needed to build the apartments, and the savings make it possible for CHR to offer restricted, reduced rents for low income residents.

Not only do Housing Credits make it possible for nonprofit organizations like CHR Partners to develop, build and operate high quality affordable housing communities, Housing Credits also generate additional investments in some of the highest need parts of America.

http://www.chrpartners.org/how-we-do-it/
History

The Rev. Jerry Kalb knew nothing about affordable housing. He only wanted to see a beautiful, but vacant, property in his community revitalized.

Formed in 1992, CHR Partners began as a community effort to revitalize a residential property in the heart of Painesville, Ohio.

Each day, driving between home, his kids’ high school, and his congregation, The Rev. Jerry Kalb passed Wesley Village.

Wesley Village’s impressive building a majestic lawns had once served as an orphanage, so the structure had a dormitory with 42 units, a chapel, and other unique accommodations.

But the property sat vacant because its well-meaning deed restrictions meant Wesley Village could only be used for care of vulnerable populations.

So, The Rev. Kalb called upon a residential developer with unique knowledge of the tax credit system set. Together, they set Wesley Village on the path toward affordable housing paired with supportive social service.

A nonprofit was formed to join forces with housing developers and apply for state tax credits to fund financially self-sustaining affordable housing developments.

In its 25 years, CHR partners has served thousands of underserved individuals at dozens of affordable housing communities.

CHR Partners Milestones

1992 - The organization is formed in Painesville, Ohio, and is called The Painesville Housing Advocates.

1997 - The nonprofit organization applies for state income tax credits for Wesley Village.

1999 - The organization changes its name to Northeast Ohio Advocates to reflect its reach beyond the city of Painesville. Wesley Village (42 units) is completed in Painesville, Ohio.

2000 - Wesley Village (62) II is completed in Painesville, Ohio.

2005 - The nonprofit is renamed Community Housing Resource (CHR) Partners to reflect its national reach and focus on supportive services.

2007 - San Juan I, CHR’s first property outside Ohio, is built in San Antonio, Texas.

2014 - CHR serves its first property in Arizona

2018 - CHR Partners Celebrates its 25th anniversary year.
Creating home-life stability together

Creating foundational home-life stability is a community effort. CHR is effective thanks to strong partnerships with stakeholders in the areas we serve.

We partner with experienced residential developers to increase the stock of quality, affordable housing nationwide.

Social services in a nurturing home setting

Once a CHR residence is open, nearby businesses step up to support youth and adult programming with in-kind donations like snacks and meals or school supplies, or in-kind services like informational or training sessions.

Together, we promote self-sufficiency, education, health and wellness, and stable communities.

Community Partners

Local businesses, community leaders and volunteers directly impact our residents through in-kind donations or participation in any of our numerous programs. Learn how you can make an impact in the community. Contact us today!

http://www.chrpartners.org/support/
Communities & Services

TEXAS
- Crestshire Village - Dallas
- Sterilneshire - Dallas
- Woodmont Apartments - Fort Worth
- Terrell Homes - Fort Worth
- Race Street Lofts - Fort Worth
- Landings at Marine Creek - Fort Worth
- Costa Ibiza - Houston
- Costa Vizcaya - Houston
- La Terraza de Las Lomas - Laredo
- Costa Almadena - San Antonio
- San Juan Square I & II - San Antonio
- Emerald Village - San Antonio
- Balcones Lofts - San Antonio
- Juniper's Edge - San Antonio
- Esperanza at Palo Alto - San Antonio
- Encino Pointe Apartments - San Marcos
- Sienna Pointe - San Marcos

OHIO
- Wesley Village I & II, Painsville
- Briargate Place Apartments, Salem
- Oddfellows Temple Apts, East Liverpool
- Alexander Square Apts, Barberton
- Denison Elderly, Cleveland
- Village Green Elderly, Cleveland
- Abington at the Park, Alliance
- North Central Village, Columbus

INDIANA
- 21st Street Seniors II, Indianapolis
- Avon Senior, Avon
- Noblesville, Senior, Noblesville

http://www.chrpartners.org/communities-services/
CHR Partners Service Centers

Each of our housing communities is equipped with a resource center staffed by dedicated professional personnel. Over the last 25 years, CHR Partners has grown in more than four states nationwide, with over 7,500 units reaching 13,000 people monthly. Our social service model is 100% client driven. We pride ourselves in conducting door-to-door outreach to residents to build the most needed and tailored service portfolio.

Education

Tools for Home-Life Stability

Families and individuals living in CHR communities have access to supportive social services such as:

- Homework help and tutoring
- After-school snacks and summer lunches
- Adult education programs
- ESL assistance
- Financial literacy programs
- Job readiness preparation
- And more

PARTNER WITH CHR

cost-burdened families spend 41% less on food and healthcare than families who are not. Financial Literacy

No full-time minimum-wage worker can afford a 2-bedroom apartment in any U.S. state.

http://www.chrpartners.org/communities-services/ 2/25/2018
Owner and Developer Organization Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

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!
5. Tab 36, Sponsor Characteristics – The Self Score shows 2 points requested for this point item but the form indicates that only 1 point is desired. Please clarify.

*The Self Score form is incorrect. A new Self Score is attached.*

6. Tab 37, Organizational Charts – The ownership of Nacogdoches Lofts E-Group LLC must be disclosed on the charts and on the List of Organizations. As they exercise no control, you don’t need the Applicant Eligibility Cert or the Previous Participation forms, but they must be disclosed on the charts. Review 10.204(13)(A) for instruction on the organizational charts.

**Per our telephone conversation, we have removed the E Group from the org charts. It is not a formed entity and its future members are unknown. If it is added to the ownership structure in the future, we will process an amendment request. An organizational chart that reflects this is attached.**

7. Tab 38, List of Organizations – the ownership of Nacogdoches Lofts, SLP and Nacogdoches Lofts E-Group are not consistent with the org charts and/or are not complete. Correct the form.

**Per our telephone conversation, we have removed the E Group from the org charts. Tab 38, should now be correct and is attached.**

8. Tab 45, Credit Limit 1 – The name of Victor Nivens is missing from Pt. 1.

*Please see the corrected form which is included in this packet.*

9. Tab 45, Credit Limit 2 – The form for T. Richard Bailey and the Restatement Trust dated July 9, 2012 were missing. Provide the missing forms. The exercise of control does not determine whether this form must be provided.

*Please see the corrected form which is included in this packet. It is signed by General Counsel of NRP. As noted in the application, Richard Bailey is retired and no longer signs documents. Noam Magence, as General Counsel for The NRP Group has authority to sign for the entities on these forms.*

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
NACOGDOCHES LOFTS

PROJECT PARTNERSHIP
Nacogdoches Lofts Ltd.
a to-be-formed Texas limited partnership
formed on __________
Doc: __________________________
EIN: __________________________

GENERAL PARTNER
Nacogdoches Lofts GP LLC
a to-be-formed Texas limited liability company
formed on __________
EIN: ______________
0.0051%

INVESTOR LIMITED PARTNER
TBD
a ______________________________
formed on __________
EIN: ______________
99.99%

CLASS B SPECIAL LIMITED PARTNER
NRP Nacogdoches Lofts SLP LLC
a to-be-formed Texas limited liability company
formed on __________
EIN: ______________
0.0049%

SOLE MEMBER
Community Housing Resource
Partners, Inc.
an Ohio 501(c)(3) nonprofit corporation
formed on 7/29/93
EIN: 34-1765664
100%

Non-Managing Member
NRP Affordable Subsidiary II LLC
an Ohio limited liability company
formed on 7/1/2016
EIN: 81-3165490
92.75%

Non-Manager Member
NRP Manager LLC
a Florida limited liability company
formed on 12/5/2012
EIN: 46-2054606
7.25%

Sole Member
NRP Enterprises LLC
a Delaware limited liability company
formed on 6/15/2015
EIN: 35-2538440
100%
(see Page 4 for ownership)

Comprised of non-managing members with
less than 10% interest in the Class B Special
Limited Partner, that do not exercise any
control of the Class B Special Limited Partner
or the E-Group.

Entities/Individuals highlighted in yellow
have the ability to exercise control.

Meghan Garza-Oswald, Exec. Director

Officers and Directors
Gaye Preston, Chair and Treasurer
Christopher Kinne, Director
Victor Nivens, Director
Christian Reed-Ogba, Director
Allison Hu, Director
Penelope Boyer, Ph.D., Director
Mary Hada, Director
Tracey Kirksey, Director
Melissa Cabello-Havrda, Director
Juan Cano, Director
Staci Hinson, Director
NACOGDOCHES LOFTS

PROJECT PARTNERSHIP
Nacogdoches Lofts Ltd.
a to-be-formed Texas limited partnership
formed on __________
Doc: __________
EIN: __________

GENERAL PARTNER
Nacogdoches Lofts GP LLC
a to-be-formed Texas limited liability company
formed on __________
EIN: __________
0.0051%

CLASS B SPECIAL LIMITED PARTNER
NRP Nacogdoches Lofts SLP LLC
a to-be-formed Texas limited liability company
formed on __________
EIN: __________
0.0049%

INVESTOR LIMITED PARTNER TBD
a __________________
formed on __________
EIN: __________
99.99%

SOLE MEMBER
Community Housing Resource Partners, Inc.
an Ohio 501(c)(3) nonprofit corporation
formed on 7/29/93
EIN: 34-1765664
100%

Non-Managing Member
NRP Affordable Subsidiary II LLC
an Ohio limited liability company
formed on 7/1/2016
EIN: 81-3165490
100%

Non-Member Manager
NRP Manager LLC
a Florida limited liability company
formed on 12/5/2012
EIN: 46-2054606
100%

Sole Member
NRP Enterprises LLC
a Delaware limited liability company
formed on 6/15/2015
EIN: 35-2538440
100%
(see Page 4 for ownership)

Meghan Garza-Oswald, Exec. Director

Officers and Directors
Gaye Preston, Chair and Treasurer
Christopher Kinne, Director
Victor Nivens, Director
Christian Reed-Ogba, Director
Allison Hu, Director
Penelope Boyer, Ph.D., Director
Mary Hada, Director
Tracey Kirksey, Director
Melissa Cabello-Havrda, Director
Juan Cano, Director
Staci Hinson, Director
DEVELOPERS

CO-DEVELOPER – 15%
Community Housing Resource Partners, Inc.
an Ohio 501(c)(3) nonprofit corporation
formed on 7/29/93
EIN: 34-1765664

Meghan Garza-Oswald, Exec. Director

Officers and Directors
Gaye Preston, Chair and Treasurer
Christopher Kinne, Director
Victor Nivens, Director
Christian Reed-Ogba, Director
Allison Hu, Director
Penelope Boyer, Ph.D., Director
Mary Hada, Director
Tracey Kirksey, Director
Melissa Cabello-Havrda, Director
Juan Cano, Director
Staci Hinson, Director

CO-DEVELOPER – 5%
Aguillon & Associates LLC
a Texas limited liability company and
Historically Underutilized Business (HUB)
formed on 3/14/2011
EIN: 27-5562593

Melissa P. Aguillon, President – 90%
Thomas R. Aguillon, Member – 10%

CO-DEVELOPER – 80%
NRP Lone Star Development LLC
a Texas limited liability company
formed on 2/13/2012
EIN: 46-2035947

Sole Member
NRP Holdings LLC
an Ohio limited liability company
formed on 12/26/2001
EIN: 06-1643724
100%

Non-Member Manager
NRP Lone Star Manager LLC
a Texas limited liability company
formed on 12/5/2012
EIN: 46-2054606

Non-Member Manager
J. David Heller

Common Member
NRP Direct Subsidiary LLC
an Ohio limited liability company
formed on 6/23/2015
EIN: 37-1788623
100%
(see Page 4 for ownership)

Non-Member Manager
NRP Investments LLC
an Ohio limited liability company
(successor by conversion to
NRP Investments Corp.)
originally formed on 3/15/1999
EIN: 34-1899036
100%
(see Page 4 for ownership)

Sole Member
NRP Enterprises LLC
a Delaware limited liability company
formed on 6/15/2015
EIN: 35-2538440
100%
(see Page 4 for ownership)
NACOGDOCHES LOFTS

GUARANTORS

CO-GUARANTOR
NRP Holdings LLC
an Ohio limited liability company
formed on 12/26/2001
EIN: 06-1643724

Common Member
NRP Direct Subsidiary LLC
an Ohio limited liability company
formed on 6/23/2015
EIN: 37-1788623
100%
(see Page 4 for ownership)

Non-Member Manager
NRP Investments LLC
an Ohio limited liability company
(successor by conversion to NRP Investments Corp.)
originally formed on 3/15/1999
EIN: 34-1899036
(see Page 4 for ownership)

CO-GUARANTOR
NRP Investments LLC
an Ohio limited liability company
(successor by conversion to NRP Investments Corp.)
originally formed on 3/19/1995
EIN: 34-1811031
100%
(see Page 4 for ownership)

Sole Member
NRP Investments LLC
an Ohio limited liability company
(successor by conversion to NRP Investments Corp.)
formed on 3/15/1999
EIN: 34-1899036
100%
(see Page 4 for ownership)

CO-GUARANTOR
NRP Contractors LLC
an Ohio limited liability company
formed on 6/15/2015
EIN: 30-0877647

Sole Member
NRP Contractors II LLC
an Ohio limited liability company
formed on 6/15/2015
EIN: 35-2538440
100%
(see Page 4 for ownership)
NACOGDOCHES LOFTS

NRP Investments LLC
an Ohio limited liability company
(successor by conversion to NRP Investments Corp.)
formed on 3/15/1999
EIN: 34-1899036

Sole Member
NRP Enterprises LLC
a Delaware limited liability company
formed on 6/15/2015
EIN: 35-2538440

Non-Member Manager
NRP Master L.P.
a Delaware limited partnership
formed on 6/15/2015
EIN: 47-4652432
(see this page for ownership)

Common Member
NRP Direct Subsidiary LLC
an Ohio limited liability company
formed on 6/15/2015
EIN: 37-1788623
100%

NRP Master L.P.
a Delaware limited partnership
formed on 6/15/2015
EIN: 47-4652432
100%

Limited Partner
Declaration of Trust dated as of December 16, 1998,
as amended by the Amended and Restated
Declaration of Trust dated as of June 20, 2007
99%

Limited Partner
Restatement of Declaration of Trust
dated as of July 9, 2012
.5%
(non-economic interest & no control)

General Partner
JDH Realty Investments Corp.
an Ohio corporation
formed on 6/15/2015
.5%

Limited Partner
Declaration of Trust dated as of December 16, 1998,
as amended by the Amended and Restated
Declaration of Trust dated as of June 20, 2007
100%

Trustee
J. David Heller

Trustee
T. Richard Bailey, Jr.
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nacogdoches Lofts Ltd.</td>
<td>General Partner of Nacogdoches Lofts Ltd.</td>
<td>200 Concord Plaza, Suite 900</td>
<td>San Antonio</td>
<td>TX</td>
<td>78216</td>
</tr>
<tr>
<td>Nacogdoches Lofts GP LLC</td>
<td>Co-Developer and Member of GP</td>
<td>200 Concord Plaza, Suite 900</td>
<td>San Antonio</td>
<td>TX</td>
<td>78216</td>
</tr>
<tr>
<td>Community Housing Resource Partners, Inc.</td>
<td>Co-Developer and Member of GP</td>
<td>19141 Stone Oak Parkway, Suite 104</td>
<td>San Antonio</td>
<td>TX</td>
<td>78258</td>
</tr>
<tr>
<td>Nacogdoches Lofts GP LLC</td>
<td>General Partner of Nacogdoches Lofts Ltd.</td>
<td>200 Concord Plaza, Suite 900</td>
<td>San Antonio</td>
<td>TX</td>
<td>78216</td>
</tr>
<tr>
<td>Nacogdoches Lofts GP LLC</td>
<td>General Partner of Nacogdoches Lofts Ltd.</td>
<td>200 Concord Plaza, Suite 900</td>
<td>San Antonio</td>
<td>TX</td>
<td>78216</td>
</tr>
<tr>
<td>Community Housing Resource Partners, Inc.</td>
<td>Co-Developer and Member of GP</td>
<td>19141 Stone Oak Parkway, Suite 104</td>
<td>San Antonio</td>
<td>TX</td>
<td>78258</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Community Housing Resource Partners, Inc.**
   - TDHCA Experience: Yes
2. **Gaye Preston**
   - TDHCA Experience: Yes
3. **Christopher Kinney**
   - TDHCA Experience: Yes
4. **Victor Nivens**
   - TDHCA Experience: Yes
5. **Christian Reed-Ogba**
   - TDHCA Experience: Yes
6. **Allison Hu**
   - TDHCA Experience: Yes
7. **Penelope Boyer, Ph.D.**
   - TDHCA Experience: Yes
8. **Mary Hada**
   - TDHCA Experience: Yes
9. **Tracey Kirksey**
   - TDHCA Experience: Yes
10. **Melissa Cabello-Havrda**
    - TDHCA Experience: Yes
11. **Juan Cano**
    - TDHCA Experience: Yes
12. **Staci Hinson**
    - TDHCA Experience: Yes
<table>
<thead>
<tr>
<th>Organization Legal Name: NRP Nacogdoches Lofts SLP LLC</th>
<th>Role/Title</th>
<th>Class B Special Limited Partner of Nacogdoches Lofts Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 200 Concord Plaza, Suite 900</td>
<td>City: San Antonio</td>
<td>State: TX Zip: 78216</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls</td>
<td>Nacogdoches Lofts Ltd.</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: na</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (210) 487-7878</td>
<td>Email: <a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. NRP Affordable Subsidiary II LLC
   - TDHCA Experience: Yes
2. NRP Manager LLC
   - TDHCA Experience: Yes
3. NRP Enterprise LLC
   - TDHCA Experience: Yes
4. NRP Enterprise LLC
   - TDHCA Experience: Yes
5. NRP Enterprise LLC
   - TDHCA Experience: Yes
6. NRP Enterprise LLC
   - TDHCA Experience: Yes

<table>
<thead>
<tr>
<th>Organization Legal Name: NRP Affordable Subsidiary II LLC</th>
<th>Role/Title</th>
<th>Non-Managing Member of NRP Nacogdoches Lofts LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 5309 Transportation Blvd</td>
<td>City: Cleveland</td>
<td>State: OH Zip: 44125</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls</td>
<td>NRP Nacogdoches Lofts SLP LLC</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/1/2016</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (216) 475-8900</td>
<td>Email: <a href="mailto:nmagence@nrpgroup.com">nmagence@nrpgroup.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. NRP Enterprises LLC
   - TDHCA Experience: Yes
2. NRP Enterprises LLC
   - TDHCA Experience: Yes
3. NRP Enterprises LLC
   - TDHCA Experience: Yes
4. NRP Enterprises LLC
   - TDHCA Experience: Yes
5. NRP Enterprises LLC
   - TDHCA Experience: Yes
6. NRP Enterprises LLC
   - TDHCA Experience: Yes

<table>
<thead>
<tr>
<th>Organization Legal Name: NRP Manager LLC</th>
<th>Role/Title</th>
<th>Non-Member Manager of NRP Nacogdoches Lofts LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 5309 Transportation Blvd</td>
<td>City: Cleveland</td>
<td>State: OH Zip: 44125</td>
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<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (216) 475-8900</td>
<td>Email: <a href="mailto:nmagence@nrpgroup.com">nmagence@nrpgroup.com</a></td>
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<td>Ability to exercise Control over the Development? Yes</td>
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List of Sub-Entities or Principals:

1. NRP Enterprises LLC
   - TDHCA Experience: Yes
2. NRP Enterprises LLC
   - TDHCA Experience: Yes
3. NRP Enterprises LLC
   - TDHCA Experience: Yes
4. NRP Enterprises LLC
   - TDHCA Experience: Yes
5. NRP Enterprises LLC
   - TDHCA Experience: Yes
6. NRP Enterprises LLC
   - TDHCA Experience: Yes

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<td>Phone: (216) 475-8900</td>
<td>Email: <a href="mailto:nmagence@nrpgroup.com">nmagence@nrpgroup.com</a></td>
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<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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List of Sub-Entities or Principals:

1. NRP Direct Subsidiary LLC
   - TDHCA Experience: Yes
2. NRP Direct Subsidiary LLC
   - TDHCA Experience: Yes
3. NRP Direct Subsidiary LLC
   - TDHCA Experience: Yes
4. NRP Direct Subsidiary LLC
   - TDHCA Experience: Yes
5. NRP Direct Subsidiary LLC
   - TDHCA Experience: Yes
6. NRP Direct Subsidiary LLC
   - TDHCA Experience: Yes
5. Tab 36, Sponsor Characteristics – The Self Score shows 2 points requested for this point item but the form indicates that only 1 point is desired. Please clarify.

The Self Score form is incorrect. A new Self Score is attached.

6. Tab 37, Organizational Charts – The ownership of Nacogdoches Lofts E-Group LLC must be disclosed on the charts and on the List of Organizations. As they exercise no control, you don’t need the Applicant Eligibility Cert or the Previous Participation forms, but they must be disclosed on the charts. Review 10.204(13)(A) for instruction on the organizational charts.

**Per our telephone conversation, we have removed the E Group from the org charts. It is not a formed entity and its future members are unknown. If it is added to the ownership structure in the future, we will process an amendment request. An organizational chart that reflects this is attached.**

7. Tab 38, List of Organizations – the ownership of Nacogdoches Lofts, SLP and Nacogdoches Lofts E-Group are not consistent with the org charts and/or are not complete. Correct the form.

**Per our telephone conversation, we have removed the E Group from the org charts. Tab 38, should now be correct and is attached.**

8. Tab 45, Credit Limit 1 – The name of Victor Nivens is missing from Pt. 1.

Please see the corrected form which is included in this packet.

9. Tab 45, Credit Limit 2 – The form for T. Richard Bailey and the Restatement Trust dated July 9, 2012 were missing. Provide the missing forms. The exercise of control does not determine whether this form must be provided.

Please see the corrected form which is included in this packet. It is signed by General Counsel of NRP. As noted in the application, Richard Bailey is retired and no longer signs documents. Noam Magence, as General Counsel for The NRP Group has authority to sign for the entities on these forms.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
### Organization 1: Nacogdoches Lofts E-Group LLC
- **Role/Title:** Non-Managing Member of SLP
- **Address:** 5309 Transportation Blvd
- **City:** Cleveland
- **State:** OH
- **Zip:** 44125
- **Name(s) of Entities the Organization Owns or Controls:**
  - **NRP Nacogdoches Lofts E-Group LLC**
- **Organization legally formed:** No
- **Date formed:** TBD
- **Legal Org is or will be:** Limited Liability Company
- **Previous TDHCA Experience:**
  - **Yes**
  - **Phone:** (216) 475-8900
  - **Email:** nmagence@nrpgroup.com
- **List of Sub-Entities or Principals:**
  - **1.**
    - **TDHCA Experience:** Yes
  - **2.**
    - **TDHCA Experience:** Yes
  - **3.**
    - **TDHCA Experience:** Yes
- **Ability to exercise Control over the Development:** No

---

### Organization 2: Aguillon & Associates LLC
- **Role/Title:** Co-Developer
- **Address:** 315 E Euclid Ave
- **City:** San Antonio
- **State:** TX
- **Zip:** 78212
- **Name(s) of Entities the Organization Owns or Controls:**
  - **Melissa P. Aguillon**
  - **Thomas R. Aguillon**
- **Organization legally formed:** Yes
- **Date formed:** 3/14/2011
- **Legal Org is or will be:** Limited Liability Company
- **Previous TDHCA Experience:** Yes
- **Phone:** (210) 254-9160
- **Email:** melissa@aguillon-associates.com
- **List of Sub-Entities or Principals:**
  - **1.**
    - **TDHCA Experience:** Yes
  - **2.**
    - **TDHCA Experience:** Yes
  - **3.**
    - **TDHCA Experience:** Yes
- **Ability to exercise Control over the Development:** No

---

### Organization 3: NRP Lone Star Development LLC
- **Role/Title:** Co-Guarantor and Sole Member of NRP Lone Star Development LLC
- **Address:** 200 Concord Plaza, Suite 900
- **City:** San Antonio
- **State:** TX
- **Zip:** 78216
- **Name(s) of Entities the Organization Owns or Controls:**
  - **NRP Holdings LLC**
  - **NRP Lone Star Manager LLC**
- **Organization legally formed:** Yes
- **Date formed:** 2/13/2012
- **Legal Org is or will be:** Limited Liability Company
- **Previous TDHCA Experience:**
  - **Yes**
  - **Phone:** (210) 487-7878
  - **Email:** dguerrero@nrpgroup.com
- **List of Sub-Entities or Principals:**
  - **1.**
    - **TDHCA Experience:** Yes
  - **2.**
    - **TDHCA Experience:** Yes
  - **3.**
    - **TDHCA Experience:** Yes
- **Ability to exercise Control over the Development:** No

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### Organization 4: NRP Holdings LLC
- **Role/Title:** Co-Guarantor and Sole Member of NRP Lone Star Development LLC
- **Address:** 5309 Transportation Blvd
- **City:** Cleveland
- **State:** OH
- **Zip:** 44125
- **Name(s) of Entities the Organization Owns or Controls:**
  - **NRP Lone Star Development LLC**
- **Organization legally formed:** Yes
- **Date formed:** 12/26/2001
- **Legal Org is or will be:** Limited Liability Company
- **Previous TDHCA Experience:** Yes
- **Phone:** (216) 475-8900
- **Email:** nmagence@nrpgroup.com
- **List of Sub-Entities or Principals:**
  - **1.**
    - **TDHCA Experience:** Yes
  - **2.**
    - **TDHCA Experience:** Yes
  - **3.**
    - **TDHCA Experience:** Yes
- **Ability to exercise Control over the Development:** No

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<td>Phone: (210) 487-7878</td>
<td>Email: <a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
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<td>Email: <a href="mailto:nmgence@nrpgroup.com">nmgence@nrpgroup.com</a></td>
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<td>Phone: (216) 475-8900</td>
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<td>18</td>
<td>J. David Heller</td>
<td>JDH Realty Investments Corp. and Limited Partner of NRP Master L.P.</td>
<td>JDH Realty Investments Corp.</td>
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<td>T. Richard Bailey, Jr.</td>
<td>Limited Partner of NRP Master L.P.</td>
<td>NRP Master L.P.</td>
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**List of Sub-Entities or Principals:**

1. **NRP Enterprises LLC**
2. **TDHCA Experience:** Yes
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4. **TDHCA Experience:**
5. **TDHCA Experience:**
6. **TDHCA Experience:**

1. **Declaration of Trust dated as of December 16, 1998, as amended and Restated Declaration of Trust dated as of June 20, 2007**
2. **Restatement of Declaration of Trust dated as of July 9, 2012**
3. **JDH Realty Investments Corp.**
4. **TDHCA Experience:** Yes
5. **TDHCA Experience:** Yes
6. **TDHCA Experience:**

1. **J. David Heller**
2. **TDHCA Experience:** Yes
3. **TDHCA Experience:**
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1. **T. Richard Bailey, Jr.**
2. **TDHCA Experience:** Yes
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Person/Role:  Nacogdoches Lofts Ltd.

Email Address:  dguerrero@nrpgroup.com

City & State of Home Addr:  San Antonio, TX

Applicant Legal Name:  Nacogdoches Lofts Ltd.

---

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

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<th>Nacogdoches Lofts GP LLC</th>
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<td><a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
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| Other:              |      |           |      | NSP       |
Previous Participation Form

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Person/Role:  
Community Housing Resource Partners, Inc.

Email Address:  
moswald@chrpartners.org

City & State of Home Addr:  
San Antonio, Texas

Applicant Legal Name:  
Nacogdoches Lofts Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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Person/Role: Meghan Garza-Oswald
Email Address: mowswald@chrpartners.org
City & State of Home Addr: San Antonio, TX
Applicant Legal Name: Nacogdoches Lofts Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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Person/Role: Gaye Preston

Email Address: moswald@chrpartners.org

City & State of Home Addr: San Antonio, TX

Applicant Legal Name: Nacogdoches Lofts Ltd.

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<table>
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<th>Person/Role:</th>
<th>Christopher Kinne</th>
</tr>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:mowswald@chrpartners.org">mowswald@chrpartners.org</a></td>
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Person/Role: Christian Reed-Ogba

Email Address: moswald@chrpartners.org

City & State of Home Addr: San Antonio, Tx

Applicant Legal Name: Nacogdoches Lofts Ltd.

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Person/Role: Allison Hu

Email Address: moswald@chrpartners.org

City & State of Home Addr: San Antonio, TX

Applicant Legal Name: Nacogdoches Lofts Ltd.

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Person/Role: Penelope Boyer, Ph.D.

Email Address: mowsald@chrpartners.org

City & State of Home Addr: San Antonio, TX

Applicant Legal Name: Nacogdoches Lofts Ltd.

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<th>Mary Hada</th>
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<td>Email Address:</td>
<td><a href="mailto:moswald@chrpartners.org">moswald@chrpartners.org</a></td>
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<th>Tracey Kirksey</th>
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Person/Role: Melissa Cabello-Havrda
Email Address: moswald@chrpartners.org
City & State of Home Addr: San Antonio, Tx
Applicant Legal Name: Nacogdoches Lofts Ltd.

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Email Address: moswald@chrpartners.org
City & State of Home Addr: San Antonio, TX
Applicant Legal Name: Nacogdoches Lofts Ltd.
**Previous Participation Form**

Form must be completed separately for each person 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).

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<tr>
<th>Person/Role:</th>
<th>Staci Hinson</th>
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</thead>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:mowswald@chrpartners.org">mowswald@chrpartners.org</a></td>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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**Person/Role:** Victor Nevins  
**Email Address:** moswald@chrpartners.org  
**City & State of Home Addr:** San Antonio, TX  
**Applicant Legal Name:** Nacogdoches Lofts Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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**Person/Role:** NRP Nacogdoches Lofts SLP LLC

**Email Address:** dguerrero@nrpgroup.com

**City & State of Home Addr:** San Antonio, TX

**Applicant Legal Name:** Nacogdoches Lofts Ltd.

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Person/Role: NRP Affordable Subsidiary II LLC

Email Address: nmagence@nrpgroup.com

City & State of Home Addr: Cleveland, OH

Applicant Legal Name: Nacogdoches Lofts Ltd.

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<td>Austin</td>
<td>4% HTC</td>
<td>Jun-17</td>
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<tr>
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<td>Secretariat Apartments</td>
<td>Fort Worth</td>
<td>9% HTC</td>
<td>Jul-17</td>
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<tr>
<td>17013</td>
<td>Rio Lofts</td>
<td>San Antonio</td>
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</tr>
<tr>
<td>17420</td>
<td>Del Valle 969</td>
<td>Austin</td>
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**Person/Role:** NRP Manager LLC  
**Email Address:** nmagence@nrpgroup.com  
**City & State of Home Addr:** Cleveland, OH  
**Applicant Legal Name:** Nacogdoches Lofts Ltd.

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**Person/Role:**

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**Email Address:**

| nmagence@nrpgroup.com |

**City & State of Home Addr:**

| Cleveland, OH |

**Applicant Legal Name:**

| Nacogdoches Lofts Ltd. |

---

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<table>
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<th>WAP</th>
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Nacogdoches Lofts E-Group LLC

Nacogdoches Lofts Ltd.

Email Address: nmagence@nrpgroup.com

City & State of Home Address: Cleveland, OH

Applicant Legal Name: Nacogdoches Lofts Ltd.
## Previous Participation Form

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<th>Person/Role:</th>
<th>NRP Lone Star Development LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>San Antonio, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
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</tr>
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<td>CFDC</td>
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<th>Person/Role:</th>
<th>NRP Direct Subsidiary LLC</th>
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</thead>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
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</tr>
<tr>
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**Person/Role:** NRP Lone Star Manager LLC  
**Email Address:** dguerrero@nrpgroup.com  
**City & State of Home Addr:** San Antonio, TX  
**Applicant Legal Name:** Nacogdoches Lofts Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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**Person/Role:**

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<th>NRP Master L.P.</th>
</tr>
</thead>
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<tr>
<td>City &amp; State of Home Addr:</td>
<td><a href="mailto:nmagence@nrpgroup.com">nmagence@nrpgroup.com</a></td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Cleveland, OH</td>
</tr>
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#### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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Person/Role:  Declaration of Trust dated as of December 16, 1998, as amended by the Amended and Restated Declaration of Trust as of June 20, 2007

Email Address:  nmagence@nrpgroup.com

City & State of Home Addr:  Cleveland, OH

Applicant Legal Name:  Nacogdoches Lofts Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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</table>
Person/Role: J. David Heller
Email Address: nmagence@nmpgroup.com
City & State of Home Addr: Cleveland, OH
Applicant Legal Name: Nacogdoches Lofts Ltd.

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**Email Address:** nmagence@nrpgroup.com

**City & State of Home Addr:** Cleveland, OH

**Applicant Legal Name:** Nacogdoches Lofts Ltd.

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Person/Role: T. Richard Bailey
Email Address: nmagence@nrpgroup.com
City & State of Home Addr: Cleveland, OH
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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# Previous Participation Form

Form must be completed separately for each person 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).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Aguillon &amp; Associates LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:melissa@aguillon-associates.com">melissa@aguillon-associates.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>San Antonio, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Nacogdoches Lofts Ltd.</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

- By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
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**Person/Role:** Melissa P. Aguillon  
**Email Address:** melissa@aguillon-associates.com  
**City & State of Home Addr:** San Antonio, TX  
**Applicant Legal Name:** Nacogdoches Lofts Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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### Person/Role:
- **Thomas R. Aguillon**

### Email Address:
- melissa@aguillon-associates.com

### City & State of Home Addr:
- San Antonio, TX

### Applicant Legal Name:
- Nacogdoches Lofts Ltd.

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</table>
Nonprofit Participation
# 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.

- 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.

**Organization Name:** Community Housing Resource Partners, Inc.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</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>Yes</td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td>na</td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td>na</td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td>7/29/1993</td>
</tr>
<tr>
<td>1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?</td>
<td>No</td>
</tr>
<tr>
<td>If “Yes”, will this nonprofit organization Control the Applicant?</td>
<td></td>
</tr>
<tr>
<td>What is the ownership percentage of this nonprofit organization?</td>
<td>0.0051%</td>
</tr>
<tr>
<td>2) Describe the nonprofit’s participation:</td>
<td>100% owner of the GP and a co-developer</td>
</tr>
<tr>
<td>3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:</td>
<td>Nonprofit shall be the 100% owner of the general partner throughout the construction and compliance periods.</td>
</tr>
<tr>
<td>4) Will the nonprofit receive part of the development fees paid in connection with the development?</td>
<td>Yes</td>
</tr>
<tr>
<td>If &quot;Yes,&quot; explain:</td>
<td>CHR will receive 15% of the development fee.</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Meghan Garza-Oswald</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Gaye Preston</td>
<td>Chari and Treasurer</td>
</tr>
<tr>
<td>Christopher Kinne</td>
<td>Director</td>
</tr>
<tr>
<td>Victor Nivens</td>
<td>Director</td>
</tr>
<tr>
<td>Christian Reed-Ogba</td>
<td>Director</td>
</tr>
<tr>
<td>Allison Hu</td>
<td>Director</td>
</tr>
<tr>
<td>Penelope Boyer, Ph.D.</td>
<td>Director</td>
</tr>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(210) 315-9349</td>
<td></td>
<td><a href="mailto:moswald@chrpartners.org">moswald@chrpartners.org</a></td>
<td>Executive Director</td>
</tr>
<tr>
<td>(210) 533-5195</td>
<td></td>
<td></td>
<td>CFO</td>
</tr>
<tr>
<td>(210) 812-0280</td>
<td></td>
<td></td>
<td>Cyber Space Consultant</td>
</tr>
<tr>
<td>(512) 731-7504</td>
<td></td>
<td></td>
<td>Human Resources Director</td>
</tr>
<tr>
<td>(210) 418-9051</td>
<td></td>
<td></td>
<td>Owner, BethanyEastPR</td>
</tr>
<tr>
<td>(512) 914-6961</td>
<td></td>
<td></td>
<td>Partner, Participation Studio</td>
</tr>
<tr>
<td>(210) 224-2518</td>
<td></td>
<td></td>
<td>LHI Art-Sci Projects Director</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------</td>
<td>--------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Mary Hada</td>
<td>Director</td>
<td>5309 Transportation Blvd</td>
<td>Cleveland</td>
</tr>
<tr>
<td>Tracey Kirksey</td>
<td>Member</td>
<td>3778 Glenwood Road</td>
<td>Cleveland Heights</td>
</tr>
<tr>
<td>Melissa Cabello-Havrda</td>
<td>Director</td>
<td>945 N. Flores</td>
<td>San Antonio</td>
</tr>
<tr>
<td>Juan Cano</td>
<td>Director</td>
<td>413 Santa Clara Place</td>
<td>San Antonio</td>
</tr>
<tr>
<td>Staci Hinson</td>
<td>Director</td>
<td>2305 Roosevelt</td>
<td>San Antonio</td>
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<thead>
<tr>
<th>Name</th>
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41

Nonprofit Supporting Documents
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)
Dear Sir or Madam:

This is in response to your request of September 1, 2006, regarding your organization's name. The name shown above reflects the name on our records.

In November 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

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

Sincerely,

Janna K. Skufca, Director, TE/GE
Customer Account Services
March 1, 2018

Texas Department of Housing and Community Affairs
P.O. Box 13941
221 East 11th Street
Austin, TX 78711-3941

Re: #18052; Nacogdoches Lofts;
Nacogdoches Rd N of Spring Farm Street, San Antonio, Bexar County, Texas;
Nacogdoches Lofts.

Ladies and Gentlemen:

Nacogdoches Lofts Ltd., a to-be-formed Texas limited partnership, is the Applicant. Community Housing Resource Partners, Inc., a nonprofit corporation, will be the sole member of the general partner of the Applicant. We have been asked to render our legal opinion to meet the requirements of Tex. Gov’t Code, §2306.6706 and 10 TAC §10.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the “Department”) so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov’t Code, §2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed the Articles of Incorporation and Bylaws of Community Housing Resource Partners, Inc. and the Letter of Determination dated September 1, 2006 from the Internal Revenue Service regarding Community Housing Resource Partners, Inc.’s status as an organization exempt from taxes under the Internal Revenue Code. We have also examined the records of Community Housing Resource Partners, Inc. to determine whether or not there exists any identity of interest between Community Housing Resource Partners, Inc. and any for-profit sponsors of the above-referenced development, (the “Development”). We have reviewed, or will review when available, the original or certified copies of the development agreement, the partnership agreement, and such other documents, instruments, and writings as we deem necessary or advisable to enable us to render this opinion. We have assumed and relied
upon the genuineness of all certifications and have no reason to question them. The review of all such documents, individually and collectively, forms the basis for our opinion.

Based upon the foregoing, it is our opinion that:

(1) Community Housing Resource Partners, Inc. is not affiliated with or Controlled (within the meaning of 10 TAC §10.3(a)(29)) by a for-profit organization with respect to the Development.

(2) Community Housing Resource Partners, Inc. is a “Qualified Nonprofit Organization” within the meaning of §2306.6706 and §42(h)(5) of the Internal Revenue Code.

(3) Community Housing Resource Partners, Inc. is an organization described in paragraph (3) or (4) of §501(c), is exempt from taxation under §501(a) of the Internal Revenue Code, and is an organization that has its Internal Revenue Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as of the beginning of the Application Acceptance Period. Community Housing Resource Partners, Inc. will be the sole member of the general partner of the Applicant.

(4) Community Housing Resource Partners, Inc. is an organization which specifically has the providing of low-income housing as one of its tax exempt purposes and the development and operation of the Development as low income housing is a legal purpose of the Applicant.

(5) Nacogdoches Lofts Ltd. is eligible for a housing credit allocation from a set-aside reserved for the use of qualified nonprofit organizations. Community Housing Resource Partners, Inc. will have the controlling interest in the Applicant through its 100% ownership of Applicant’s sole general partner and by being its managing member. Additionally, the nonprofit organization or its nonprofit subsidiary will be a co-developer of the project and will otherwise meet the requirements of §2306.6706 and §2306.6729 of the Tex. Gov’t Code and §42(h)(5) of the Internal Revenue Code.

(6) Community Housing Resource Partners, Inc., or the managing general partner or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary meeting the requirements of §2306.6706 and §2306.6729 of the Tex. Gov’t Code and §42(h)(5) of the Internal Revenue Code will be the co-developer as will be evidenced in the development agreement.

(7) Community Housing Resource Partners, Inc. prohibits any member of its board of directors, other than a chief staff member, serving concurrently as a member of the board, from receiving material compensation for service on the Board.
(8) Community Housing Resource Partners, Inc. has the ability to do business as a nonprofit in Texas jumping around all over the place.

Sincerely,

Barry J. Palmer
COMMUNITY HOUSING RESOURCE PARTNERS, INC.
AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2016
with
Independent Auditors’ Report
Community Housing Resource Partners, Inc. and Subsidiaries

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Independent Auditors’ Report

To the Board of Directors of
Community Housing Resource Partners, Inc. and Subsidiaries:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Community Housing Resource Partners, Inc. and Subsidiaries, which comprise the consolidated statement of financial position as of December 31, 2016, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Basis for Qualified Opinion

As more fully described in Note 6 to the consolidated financial statements, the organization has excluded certain limited partnerships in which it holds a general partner interest from consolidation in the consolidated financial statements. In our opinion, the consolidated financial statements should include these limited partnerships to conform with accounting principles generally accepted in the United States of America.

Qualified Opinion

In our opinion, except for the effects of the matter discussed in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Community Housing Resource Partners, Inc. and Subsidiaries as of December 31, 2016 and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Dover, Ohio
April 28, 2017
To the Board of Directors of
Community Housing Resource Partners, Inc.

We have examined Community Housing Resource Partners, Inc.’s compliance with Texas Property Tax Code, Section 11.1825, “Organizations Constructing Or Rehabilitating Low-Income Housing: Property Not Previously Exempt” for the year ended December 31, 2016. Management is responsible for Community Housing Resource Partners, Inc.’s compliance with those requirements. Our responsibility is to express an opinion on Community Housing Resource Partners, Inc.’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Community Housing Resource Partners, Inc.’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, Community Housing Resource Partners, Inc. complied, in all material respects, with the aforementioned requirements during the year ended December 31, 2016.

This report is intended solely for the information and use of management and the Bexar Appraisal District and is not intended to be and should not be used by anyone other than these specified parties.

Novogradac & Company LLP

Dover, Ohio
April 28, 2017
## ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$399,051</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>2,400</td>
</tr>
<tr>
<td>Developer fee receivable, net of allowance</td>
<td>323,971</td>
</tr>
<tr>
<td>Notes receivable and interest, net of loan loss reserve</td>
<td>2,618,287</td>
</tr>
<tr>
<td>Investments in operating partnerships</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>$3,343,709</strong></td>
</tr>
</tbody>
</table>

## LIABILITIES AND NET ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities</td>
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</tr>
<tr>
<td>Accrued liabilities</td>
<td>$7,058</td>
</tr>
<tr>
<td><strong>Net assets</strong></td>
<td></td>
</tr>
<tr>
<td>Net assets, unrestricted</td>
<td>2,532,711</td>
</tr>
<tr>
<td>Net assets, temporarily restricted</td>
<td>803,940</td>
</tr>
<tr>
<td><strong>Total net assets</strong></td>
<td><strong>3,336,651</strong></td>
</tr>
<tr>
<td><strong>Total liabilities and net assets</strong></td>
<td><strong>$3,343,709</strong></td>
</tr>
</tbody>
</table>

See accompanying notes to consolidated financial statements
## COMMUNITY HOUSING RESOURCE PARTNERS, INC. AND SUBSIDIARIES
### CONSOLIDATED STATEMENT OF ACTIVITIES
For the year ended December 31, 2016

<table>
<thead>
<tr>
<th>Unrestricted Net Assets</th>
<th>Temporarily Restricted</th>
<th>Total Net Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract service revenue</td>
<td>$ 367,476</td>
<td>-</td>
</tr>
<tr>
<td>Grant revenue</td>
<td>600,000</td>
<td>-</td>
</tr>
<tr>
<td>Developer fee</td>
<td>242,220</td>
<td>-</td>
</tr>
<tr>
<td>Interest income</td>
<td>45,646</td>
<td>-</td>
</tr>
<tr>
<td>Other revenue</td>
<td>1,218</td>
<td>-</td>
</tr>
<tr>
<td>Net assets released from restriction</td>
<td>32,800</td>
<td>(32,800)</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>1,289,360</td>
<td>(32,800)</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages and payroll taxes</td>
<td>357,152</td>
<td>-</td>
</tr>
<tr>
<td>Bad debt expense</td>
<td>50,015</td>
<td>-</td>
</tr>
<tr>
<td>General and administrative</td>
<td>15,581</td>
<td>-</td>
</tr>
<tr>
<td>Supplies</td>
<td>16,948</td>
<td>-</td>
</tr>
<tr>
<td>Travel</td>
<td>16,574</td>
<td>-</td>
</tr>
<tr>
<td>Employee benefits</td>
<td>13,785</td>
<td>-</td>
</tr>
<tr>
<td>Professional fees</td>
<td>13,314</td>
<td>-</td>
</tr>
<tr>
<td>Insurance</td>
<td>12,673</td>
<td>-</td>
</tr>
<tr>
<td>Other expenses</td>
<td>7,953</td>
<td>-</td>
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<tr>
<td>Contract services</td>
<td>7,860</td>
<td>-</td>
</tr>
<tr>
<td>Office expense</td>
<td>2,587</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td>514,442</td>
<td>-</td>
</tr>
<tr>
<td><strong>Change in net assets</strong></td>
<td>774,918</td>
<td>(32,800)</td>
</tr>
<tr>
<td><strong>Net assets, beginning</strong></td>
<td>1,757,793</td>
<td>836,740</td>
</tr>
<tr>
<td><strong>Net assets, ending</strong></td>
<td>$ 2,532,711</td>
<td>$ 803,940</td>
</tr>
</tbody>
</table>

See accompanying notes to consolidated financial statements
CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets $ 742,118

Adjustments to reconcile change in net assets to net cash provided by operating activities:
  Bad debt expense 50,015
  Increase in accounts receivable (21,915)
  Decrease in developer fee receivable 267,141
  Increase in interest receivable (45,646)
  Increase in accrued liabilities 4,189

  Net cash provided by operating activities 995,902

CASH FLOWS FROM INVESTING ACTIVITIES

Increase in notes receivable (600,000)

Net cash used in investing activities (600,000)

NET INCREASE IN CASH AND CASH EQUIVALENTS 395,902

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR 3,149

CASH AND CASH EQUIVALENTS AT END OF YEAR $ 399,051

See accompanying notes to consolidated financial statements
1. **Organization**

Community Housing Resource Partners, Inc. (“CHRP”) was formed on July 27, 1993. The mission of the non-profit corporation is to promote and operate housing development, services and opportunities for low and moderate income individuals and families and to engage in any lawful act or activity for which corporations may be organized under the Ohio Non-Profit Corporation Act.

Briar-Sol, Inc., a wholly-owned subsidiary of CHRP, is the managing member of Briargate-Salem, LLC and Oddfellows, LLC.

Dover-Tusc, LLC, which is owned seventy-five percent (75%) by CHRP, is the general partner of Campbell Investments, Ltd.

Balcones Lofts GP, LLC, a wholly-owned subsidiary of CHRP, is the general partner of Balcones Lofts, Ltd.

Emerald Village GP, LLC, a wholly-owned subsidiary of CHRP, is the general partner of Emerald Village, Ltd.

Eagle’s Rest GP, LLC, a wholly-owned subsidiary of CHRP, is the general partner of Eagle’s Rest, Ltd.

2. **Summary of significant accounting policies and nature of operations**

**Principles of consolidation**

The consolidated financial statements include the accounts of CHRP and its wholly-owned subsidiaries, Briar-Sol, Inc., Balcones Lofts GP, LLC, Emerald Village GP, LLC, Eagle’s Rest GP, LLC, and its 75% owned subsidiary, Dover-Tusc, LLC (collectively, “CHRP and the Subsidiaries”). All material intercompany transactions have been eliminated.

**Basis of presentation**

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

**Net assets classification**

CHRP classifies resources for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. A description of the three categories is as follows:

- **Permanently restricted** – Net assets subject to donor-imposed stipulations that they be maintained permanently by CHRP.

- **Temporarily restricted** – Net assets subject to donor-imposed stipulations that can be fulfilled by actions of CHRP.

- **Unrestricted** – Net assets that are not subject to donor-imposed stipulations.
2. **Summary of significant accounting policies and nature of operations (continued)**

**Use of estimates**
The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**Cash and cash equivalents**
Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

**Concentration of credit risk**
CHRP and the Subsidiaries maintain their cash in bank deposit accounts which, at times, may exceed federally insured limits. CHRP and the Subsidiaries have not experienced any losses in such accounts. CHRP and the Subsidiaries believe they are not exposed to any significant credit risk on cash and cash equivalents.

**Income taxes**
CHRP is a not-for-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and is exempt from similar state and local taxes. Income taxes on Dover-Tusc, LLC, Balcones Lofts GP, LLC, Emerald Village GP, LLC, and Eagle’s Rest GP, LLC income are levied on the members at the member level. Accordingly, all profits and losses of Dover-Tusc, LLC, Balcones Lofts GP, LLC, Emerald Village GP, LLC, and Eagle’s Rest GP, LLC are recognized by each member on its respective tax return. Briar-Sol, Inc. is a corporation but has no taxable income.

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires CHRP and the Subsidiaries to report information regarding their exposure to various tax positions taken by CHRP and the Subsidiaries. CHRP and the Subsidiaries have determined whether any tax positions have met the recognition threshold and have measured their exposure to those tax positions. Management believes that CHRP and the Subsidiaries have adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to CHRP and the Subsidiaries are recorded in operating expenses. No interest or penalties from federal or state tax authorities were recorded in the accompanying consolidated financial statements.

**Notes receivable and bad debts**
Notes receivable are stated at the amount of the principal outstanding plus accrued interest less allowance for loan losses. Interest income is accrued based on the terms of the promissory note and recorded as unrestricted net assets.

Notes are allowed for if full principal or interest payments are not anticipated in accordance with the contractual terms. Interest on notes is recognized over the term of the note and is calculated using the simple-interest method on principal amounts outstanding. At December 31, 2016, an allowance for uncollectible notes receivable and accrued interest receivable of $846,068 was established.
2. Summary of significant accounting policies and nature of operations (continued)

Developer fee receivable
Management considers collectability of developer fee receivables on a regular basis. If amounts become uncollectible, they are charged to operations in the period in which the determination is made. The allowance for doubtful accounts was $43,755 as of December 31, 2016.

Revenue recognition
CHRP receives grants from the U.S. Department of Housing and Urban Development's HOME Investments Partnerships Program through the Ohio Department of Development and Ohio Housing Finance Agency. Grants are awarded for specific housing rehabilitation activities and are loaned to qualified entities utilizing the HOME program funds. Revenue is recognized as temporarily restricted in the year the grant is awarded.

CHRP entered into a grant agreement with the City of Balcones Heights, Texas (the “City”) on September 22, 2014 where CHRP will receive proceeds from grant funds advanced to it by the City in the total amount of $1,500,000. These funds are to be loaned to Balcones Lofts, Ltd. CHRP will be eligible for additional grant funds from the City for each of the next four years payable on November 1 each year based on compliance with the City's grant agreement. During the year ended December 31, 2016, the second and third installments totaling $600,000 were received and recognized as revenue. Revenue is recognized in the year each grant is awarded.

CHRP recognizes fee revenue on the accrual basis of accounting. Contract service and developer fees are recognized as revenue in the period in which the service is provided.

Investments in operating partnerships
CHRP accounts for its investments in Briargate-Salem, LLC, Oddfellows, LLC, Campbell Investments, Ltd., Balcones Lofts, Ltd., Emerald Village, Ltd., and Eagle’s Rest, Ltd. (the “Operating Partnerships”), using the cost method, which requires that the investment cost (including amounts paid or accrued) be carried on the statement of financial position.

Impairment of equity investments
CHRP and the Subsidiaries periodically review their investments in Operating Partnerships for impairment to assess that the carrying value of such investments may be recoverable. Recoverability is measured by a comparison of the carrying amount of the investment to the future net undiscounted cash flows expected to be generated by the Operating Partnerships including the proceeds upon sale or disposition of the equity interest in the Operating Partnerships. If the investment is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the investment exceeds the fair value using Level 3 inputs of such investment. All investments were fully impaired as of December 31, 2014. There were no impairment losses recognized for the year ended December 31, 2016.

Functional allocation of expenses
The costs of providing the various programs and other activities of CHRP and the Subsidiaries have been allocated on a functional basis. Costs and expenses have been allocated by management based on ongoing studies of the activities of CHRP's employees and contractors.
2. Summary of significant accounting policies and nature of operations (continued)

Functional allocation of expenses (continued)
CHRP’s expenses for the year end December 31, 2016 have been classified on a functional basis as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program services</td>
<td>$397,979</td>
</tr>
<tr>
<td>Management and general</td>
<td>$116,463</td>
</tr>
<tr>
<td></td>
<td>$514,442</td>
</tr>
</tbody>
</table>

Retirement plan
CHRP participates in a 403(b) retirement plan established for eligible employees. CHRP matches employee contributions up to 5% of employee earnings for those who participate. The amount of retirement expense incurred for the year ended December 31, 2016 for payments to the retirement fund on behalf of employees covered totaled $13,785.

Subsequent events
Subsequent events have been evaluated through April 28, 2017, which is the date the financial statements were available to be issued, and there are no subsequent events requiring disclosure.

3. Temporarily restricted net assets
As of December 31, 2016, $803,940 remained in temporarily restricted net assets from funds granted to CHRP from the Ohio Department of Development and the City of Balcones Heights, which were loaned to entities to assist in developing and building affordable housing communities. The funds are currently classified as notes receivable from Briargate-Salem, LLC, Oddfellows, LLC, and Campbell Investments, Ltd.

4. Related party transactions

Notes and interest receivable
CHRP has the following notes receivable from entities in which it has an ownership interest at December 31, 2016:

During 1998, CHRP received a grant from the Ohio Department of Development in the amount of $311,940. CHRP subsequently loaned the funds to Briargate-Salem, LLC through a promissory note that bears simple interest at a variable rate equal to the Applicable Federal Rate on the anniversary date of the note per annum. Principal and interest are payable to the extent of 25% of net cash flow. The note was amended during 2013 extending the maturity date to January 30, 2025. As of December 31, 2016, no payments have been made on the note. Accrued and unpaid interest totaled $258,692 as of December 31, 2016.

During 2000, CHRP received a grant from the Ohio Department of Development in the amount of $534,000. CHRP subsequently loaned the funds to Oddfellows, LLC through a promissory note that bears interest at a rate of 7.0% per annum for a 30-year term. Principal and interest are payable to the extent of 25% of net cash flow for fifteen years commencing December 31, 1999 and 100% of net cash flow for the remaining fifteen years. The entire unpaid principal and accrued interest are due and payable on December 31, 2029. Accrued and unpaid interest totaled $613,655 at December 31, 2016.

During 2002, CHRP received a grant from the Ohio Department of Development in the amount of $450,000. CHRP subsequently loaned the funds to Campbell Investments, Ltd. through a promissory note that bears interest at a rate of 6.20% compounding semiannually. Principal and interest are
4. Related party transactions (continued)

Notes and interest receivable (continued)
deferred and shall be due and payable as the income and cash flow of Campbell Investments, Ltd. permit. The entire unpaid principal and accrued interest are due and payable on June 30, 2017. Accrued and unpaid interest totaled $396,068 at December 31, 2016.

In conjunction with the Ohio Department of Development grants, CHRP has written agreements with the entities noted above regarding use of the HOME Funds, repayment structure, affordability requirements as well as project and housing quality standards. If the funds are not expended in accordance with the terms of the agreements, the funds are required to be returned to the Ohio Department of Development. Management believes all notes receivable are collectable, with the exception of the note and accrued interest receivable from Campbell Investments, Ltd. The Campbell Investments, Ltd. loan and interest were determined to be uncollectible as of December 31, 2012 at which point interest is no longer being accrued and an allowance for loan loss of $846,068 was recognized. The allowance for doubtful accounts was $846,068 as of December 31, 2016.

CHRP received a grant from the City of Balcones Heights in the amount of $900,000. CHRP subsequently loaned the funds to Balcones Lofts Ltd. through a promissory note that bears interest at a rate of 7% per annum once the note has reached the maturity date of November 30, 2044. No payment under this note shall be due until the maturity date. Unpaid principal amount totaled $900,000 at December 31, 2016.

Developer fee receivable

CHRP entered into a Development Services Agreement with Emerald Village Ltd. on August 15, 2014 for the services in connection with the development of the housing project in the amount of $465,200. As of December 31, 2016, $465,200 had been earned and $80,747 was receivable.

CHRP entered into a Development Services Agreement with Balcones Lofts, Ltd. on October 7, 2014 for the services in connection with the development of the housing project in the amount of $209,250. As of December 31, 2016, $209,250 had been earned and $121,200 was receivable.

CHRP entered into a Development Services Agreement with Eagle’s Rest, Ltd. on June 12, 2015 for the services in connection with the development of the housing project in the amount of $299,550. As of December 31, 2016, $299,550 had been earned and $122,024 was receivable.

CHRP entered into a Development Fee Agreement with Denison Elderly, LLC on February 1, 2008 for the services in connection with the development of the housing project in the amount of $184,400. As of December 31, 2016, $43,755 remained receivable from Denison Elderly, LLC. The Denison Elderly development fee was determined to be uncollectible as of December 31, 2016 at which point an allowance for doubtful accounts of $43,755 was recognized. The allowance for doubtful accounts was $43,755 as of December 31, 2016.

5. Departure from Accounting Principles Generally Accepted in the United States of America

A general partner that controls a limited liability partnership is required to consolidate the limited partnership in its financial statements. CHRP is the sole owner of Briar-Sol, Inc., Balcones Loft GP, LLC, Emerald Village GP, LLC, and Eagle’s Rest GP, LLC and the 75% member of Dover-Tusc, LLC, each which functions as the general partner or managing member in entities that own low-income housing properties. As a result, CHRP is required to consolidate the entities in which the general partners or managing members are invested. Management has determined that consolidation
5. Departure from Accounting Principles Generally Accepted in the United States of America (continued)

of these operating entities would distort CHRP’s financial statements and is cost prohibitive. The purpose of the Operating Partnerships is to provide capital for affordable housing. In addition, they provide a vehicle for losses and low-income housing tax credits to flow to their investor limited partners. The underlying investments, affordable housing properties, are expected to generate losses. As a result, management has determined that the best alternative for CHRP is to accept a qualified opinion in regards to not consolidating the following Operating Partnerships:

- Briargate-Salem, LLC
- Campbell Investments, Ltd.
- Oddfellows, LLC
- Balcones Lofts, Ltd.
- Emerald Village, Ltd.
- Eagle’s Rest, Ltd.
AFFIDAVIT

THE STATE OF TEXAS $§$
COUNTY OF BEXAR $§$

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day appeared Meghan Garza-Oswald, Executive Director, Community Housing Resource Partners, Inc. whose address is 19141 Stone Oak Pkwy #104, San Antonio, Texas 78258 in the capacity shown above, and who, being first duly sworn by me, upon their oath stated the following:

“As of the date of this Affidavit, I certify that a majority of the board members of Community Housing Resource Partners, Inc. reside within 90 miles of the Development.”

Further, Affiant sayeth not.

Community Housing Resource Partners, Inc.

[Signature]
Meghan Garza-Oswald
Executive Director

THE STATE OF TEXAS $§$
COUNTY OF BEXAR $§$

THIS INSTRUMENT was acknowledged on the 28 day of February, 2018 by Meghan Garza-Oswald, Executive Director, Community Housing Resource Partners, Inc., on behalf of said company.

[Signature]
Notary Public, State of Texas
Development Team Members
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>NRP Lone Star Development LLC</th>
<th>Debra Guerrero</th>
<th>(210) 487-7878</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dguerrero@nrpgroup.com">dguerrero@nrpgroup.com</a></td>
<td>tbd</td>
<td>46-2035947</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></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>NRP Contractors II LLC</th>
<th>Dan Hull</th>
<th>(210) 487-7878</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dhull@nrpgroup.com">dhull@nrpgroup.com</a></td>
<td>tbd</td>
<td>30-0877647</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></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>na</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>NRP Contractors II LLC</th>
<th>Dall Hull</th>
<th>(210) 487-7878</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dhull@nrpgroup.com">dhull@nrpgroup.com</a></td>
<td>tbd</td>
<td>30-0877647</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></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Architect:

<table>
<thead>
<tr>
<th>Munoz and Company</th>
<th>Geof Edwards</th>
<th>(210) 349-1163</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:geof@munoz-co.com">geof@munoz-co.com</a></td>
<td>tbd</td>
<td>74-1654573</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></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td>Company</td>
<td>Contact Name</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Engineer</td>
<td>MBC Engineers, Inc.</td>
<td>Justin R. Shippey</td>
</tr>
<tr>
<td>Engineer</td>
<td>MBC Engineers, Inc.</td>
<td>Justin R. Shippey</td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Affordable Housing Analyst</td>
<td>Bob Coe</td>
</tr>
<tr>
<td>Appraiser</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attorney</td>
<td>Coats Rose</td>
<td>Barry Palmer</td>
</tr>
<tr>
<td>Accountant</td>
<td>Novogradac &amp; Company</td>
<td>Renee Beaver</td>
</tr>
</tbody>
</table>
### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>na</td>
<td></td>
</tr>
</tbody>
</table>

### Syndicator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Housing Capital</td>
<td>(212) 899-4000</td>
</tr>
</tbody>
</table>

### Supportive Services Provider:

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<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>NRP Management LLC</td>
<td>David Nargang (210) 487-7878</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>Stephen Rose (713) 308-5754</td>
</tr>
<tr>
<td>Hudson Housing Capital</td>
<td>Josh Lappen (212) 899-4000</td>
</tr>
<tr>
<td>Community Resource Housing Partners, Inc.</td>
<td>Meghan Garza-Oswald (210) 315-9349</td>
</tr>
<tr>
<td>Aguillon &amp; Associates LLC</td>
<td>Melissa Aguillon (210) 254-9160</td>
</tr>
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### Contact Information:

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<tr>
<td>Melissa Aguillon</td>
<td>(210) 254-9160</td>
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### Certified Texas HUB?

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<td>Contact Name</td>
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<tr>
<td>Terry Barnett</td>
<td>(713) 625-4175</td>
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<tr>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
</tr>
<tr>
<td>Dawn McCurry</td>
<td>(210) 714-2095</td>
</tr>
<tr>
<td>Meghan Garza-Oswald</td>
<td>(210) 315-9349</td>
</tr>
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Certified Texas HUB?  
This is a direct or indirect, financial, or other interest with Applicant or other team members*
IDENTITY OF INTEREST
NACOGDOCHES LOFTS

Community Housing Resource Partners, Inc. (501(c)(3) nonprofit)
Sole member of the General Partner, Co-Developer and Supportive Services Provider; controlled by the same board members.

Aguillon & Associates LLC (HUB)
Co-Developer and Supportive Services Provider; controlled by the same members.

NRP
J. David Heller is the Principal and has common control of all of the following NRP entities identified as Development Team Members:

NRP Contractors II LLC
NRP Management LLC
NRP Lone Star Development LLC
43 Architect Certification Form
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.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

[Date] 02.20.2018

[Printed Name] Geof Edwards

[License Number and State] 18807 Texas

[Firm Name (If applicable)] Munoz & Co.
February 22, 2018

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P.O. Box 13941
Austin,
Texas 78711-3941

RE: NACOGDOCHES SENIOR LIVING, SAN ANTONIO, TEXAS
COMPLIANCE WITH FAIR HOUSING ACCESSIBILITY STANDARDS

To whom it may concern:

We are working on the NACOGDOCHES SENIOR LIVING project that is comprised of two three-story corridor style apartment buildings with a total of 102 units. Both buildings have an elevator each. Based on this layout, all units comply with Fair Housing accessibility requirements. This includes:

- 40 “A” type units which are 1 bedroom 1 bath
- 38 “B” type units which are 2 bedroom 2 bath
- 24 “B” type units which are 2 bedroom 1 bath

We certify that all of the Project’s total units (102 units in both buildings) will meet the Fair Housing Accessibility requirement per 10 TAC §10.101(b)(8)(B).

If additional information is needed please contact us at 210-349-1163, or email: gedwards@munoz-co.com

Sincerely,

MUÑOZ & COMPANY

Geof Edwards, AIA
Principal

[Signature]

[Registered Architect stamp]
Evidence of Experience
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:**

- [x] An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- [ ] An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

**DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)**

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website: [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)

Once applicants have obtained a DUNS number, they must register with the SAM database: [https://sam.gov/portal/public/SAM](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):

- [x] 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](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](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.
January 4, 2015

Mr. J. David Heller
c/o Anne M. Tyler
5309 Transportation Boulevard
Cleveland, Ohio 44125

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2015 UNIFORM MULTIFAMILY RULES

Dear Mr. Heller:

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 Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Jean M. Latsha
Director of Multifamily Finance
### Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

**1a. Project Name & Address (including City, County, State & Zip Code)**
- Nacogdoches Lofts
- Nacogdoches Rd. (north of Spring Farm St.)
- Bexar County

**1b. Project Contract Number**
- 18052

**1c. No. of Units**
- 100

**1d. Census Tract**
- 48029121809

**1e. Housing/Expanded Housing Market Area**
- Housing Market Area: Bexar County
- Expanded Housing Market Area: San Antonio - New Braunfels MSA

**1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address**
- Erick Waller, NRP Management LLC, 5309 Transportation Blvd., Cleveland, Cuyahoga County, OH 44125, (216) 475-8900, ewaller@nrpgroup.com

**1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address**
- Aguillon & Associates, LLC, 3320 Hillcrest Dr. Suite #2, San Antonio, TX 78201, Bexar County, (210) 254-9160, Melissa Aguillon - melissa@aguillon-associates.com

**1h. Entity Responsible for Marketing (check all that apply)**
- ✔ Owner
- ✔ Agent
- Other (specify)

**1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & Email Address.**
- Jennifer Trumpy, Marketing Director, 5309 Transportation Blvd., Cleveland, Cuyahoga County, OH 44125, (216) 475-8900, JTrumpy@nrpgroup.com

**2a. Affirmative Fair Housing Marketing Plan**
- Plan Type: Initial Plan
- Date of the First Approved AFHMP:
- Reason(s) for current update:

**2b. HUD-Approved Occupancy of the Project (check all that apply)**
- ✔ Elderly
- Family
- Mixed (Elderly/Disabled)
- Disabled

**2c. Date of Initial Occupancy**
- 05/01/2020

**2d. Advertising Start Date**
- Advertising must begin at least 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.
- Date advertising began or will begin: 11/01/2019

**For existing projects, select below the reason advertising will be used:**

- To fill existing unit vacancies
- To place applicants on a waiting list (which currently has ___ individuals)
- To reopen a closed waiting list (which currently has ___ individuals)
3a. Demographics of Project and Housing Market Area
Complete and submit Worksheet 1.

3b. Targeted Marketing Activity
Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are least likely to apply for the housing without special outreach efforts. (check all that apply)

- White
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- Hispanic or Latino
- Persons with Disabilities
- Families with Children
- Other ethnic group, religion, etc. (specify) Hispanic & Veterans

4a. Residency Preference
Is the owner requesting a residency preference? If yes, complete questions 1 through 5. No
If no, proceed to Block 4b.

(1) Type Please Select Type
(2) Is the residency preference area:
The same as the AFHMP housing/expanded housing market area as identified in Block 1e? Please Select Yes or No
The same as the residency preference area of the local PHA in whose jurisdiction the project is located? Please Select Yes or No

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts
Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising
Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.
5a. Fair Housing Poster
The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

- Rental Office
- Real Estate Office
- Model Unit
- Other (specify)

5b. Affirmative Fair Housing Marketing Plan
The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

- Rental Office
- Real Estate Office
- Model Unit
- Other (specify)

5c. Project Site Sign
Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

- Rental Office
- Real Estate Office
- Model Unit
- Entrance to Project
- Other (specify)

The size of the Project Site Sign will be 4' x 8'

The Equal Housing Opportunity logo or slogan or statement will be 6" x 3"

6. Evaluation of Marketing Activities
Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

At least quarterly, the VP of Operations and Compliance and Marketing Director will review the marketing data and the inquiries to determine the source of the inquiries. Using Yardi, our on-site rental and marketing program, we can track all inquiries, traffic and move-in sources to determine what source is successful for attracting the least likely to apply. We will utilize this information to determine where we should focus our marketing efforts and which market segment should be the beneficiary of such efforts to generate adequate leads across all market segments. A successful outcome will be determined by who apply and who is housed by race/ethnicity etc. comparable with the representation of groups in the census tract.
### 7a. Marketing Staff
What staff positions are/will be responsible for affirmative marketing?

Marketing Director, Regional Property Manager & Community Manager

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### 7b. Staff Training and Assessment: AFHMP

1. Has staff been trained on the AFHMP? **Yes**
2. Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)? **Yes**
3. If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

   VP of Operations and Compliance and third party consultants. Training is given annually.

4. Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act? **Yes**
5. If yes, how and how often?

   At least annually during performance reviews and Mystery shops.

---

### 7c. Tenant Selection Training/Staff

1. Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences? **Yes**
2. What staff positions are/will be responsible for tenant selection?

   VP of Operations and Compliance and compliance staff.

---

### 7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

The Marketing Director, VP of Operations and Compliance, Regional Property Manager, Community Manager, Leasing Consultant and Assistant Leasing Consultant will be required to attend Fair Housing training prior to leasing units. Staff will then be required to attend workshops and related training on an annual basis. In addition, the management company will provide one-on-one training as needed.
8. **Additional Considerations**

Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

Staff will keep electronic records of all those applying and inquiries for housing. These records will be reviewed on an on-going basis to assure the marketing plan is being followed and is reaching those least likely to apply.

Limited English Proficiency will be addressed through networking with our community contacts. The direct mailings that we send are to community contacts who do not have an issue with limited English proficiency. If these contacts should refer clients who have limited English proficiency, we will work with the community contact to find translating services as needed. NRP Management has several staff members who are proficient in Spanish. These staff members are a resource to all the properties managed by NRP. Additionally, NRP Management has a close relationship with a Texas-based non-profit that focuses on services for Asians and staff will reach out to this organization for guidance when English proficiency is an issue for this target population.

9. **Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

**Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)**

[Signature]

**2/15/18**

**Name (type or print)**

Jennifer Trumpy

**Title & Name of Company**

Vice President of Operations and Compliance, NRP Management LLC

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### For HUD-Office of Housing Use Only

**Reviewing Official:**

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<th>Disapproval</th>
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### For HUD-Office of Fair Housing and Equal Opportunity Use Only

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Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

**INSTRUCTIONS:**
Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

**Part 1: Applicant/Respondent and Project Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau ([http://factfinder2.census.gov/main.html](http://factfinder2.census.gov/main.html)) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A housing market area is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An expanded housing market area is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

**Part 2: Type of AFHMP**

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason(s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project’s waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.
Part 3 Demographics and Marketing Area.
"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/ across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described. Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b - The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c - The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. Please submit photographs of project site signs.
Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7 - Marketing Staff and Training.
Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act. Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members’ skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project’s occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction’s Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.
Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities  
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project’s residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. Please attach maps showing both the housing market area and the expanded housing market area.

<table>
<thead>
<tr>
<th>Demographic Characteristics</th>
<th>Project’s Residents</th>
<th>Project’s Applicant Data</th>
<th>Census Tract</th>
<th>Housing Market Area</th>
<th>Expanded Housing Market Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>% White</td>
<td>N/A</td>
<td>N/A</td>
<td>77.3%</td>
<td>72.9%</td>
<td>75.5%</td>
</tr>
<tr>
<td>% Black or African American</td>
<td>N/A</td>
<td>N/A</td>
<td>6.8%</td>
<td>7.5%</td>
<td>6.6%</td>
</tr>
<tr>
<td>% Hispanic or Latino</td>
<td>N/A</td>
<td>N/A</td>
<td>39.9%</td>
<td>58.7%</td>
<td>54.1%</td>
</tr>
<tr>
<td>% Asian</td>
<td>N/A</td>
<td>N/A</td>
<td>3.6%</td>
<td>2.4%</td>
<td>2.1%</td>
</tr>
<tr>
<td>% American Indian or Alaskan Native</td>
<td>N/A</td>
<td>N/A</td>
<td>0.8%</td>
<td>0.8%</td>
<td>0.8%</td>
</tr>
<tr>
<td>% Native Hawaiian or Pacific Islander</td>
<td>N/A</td>
<td>N/A</td>
<td>0.2%</td>
<td>0.1%</td>
<td>0.1%</td>
</tr>
<tr>
<td>% Persons with Disabilities</td>
<td>N/A</td>
<td>N/A</td>
<td>15.8%</td>
<td>13.6%</td>
<td>13.5%</td>
</tr>
<tr>
<td>% Families with Children under the age of 18</td>
<td>N/A</td>
<td>N/A</td>
<td>34.0%</td>
<td>33.4%</td>
<td>33.2%</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>N/A</td>
<td>N/A</td>
<td>11.3%</td>
<td>16.2%</td>
<td>14.9%</td>
</tr>
<tr>
<td>Not Hispanic</td>
<td>N/A</td>
<td>N/A</td>
<td>60.1%</td>
<td>41.3%</td>
<td>45.9%</td>
</tr>
</tbody>
</table>
Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project’s residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

<table>
<thead>
<tr>
<th>Demographic Characteristics</th>
<th>Project’s Residents (as determined in Worksheet 1)</th>
<th>Project’s Applicant Data (as determined in Worksheet 1)</th>
<th>Census Tract (as determined in Worksheet 1)</th>
<th>Housing Market Area (as determined in Worksheet 1)</th>
<th>Expanded Housing Market Area (as determined in Worksheet 1)</th>
<th>Residency Preference Area (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>% White</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Black or African American</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Hispanic or Latino</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Asian</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% American Indian or Alaskan Native</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Native Hawaiian or Pacific Islander</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Persons with Disabilities</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Families with Children under the age of 18</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Other 2+Races Vets</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Targeted Population(s)</th>
<th>Community Contact(s), including required information noted above.</th>
</tr>
</thead>
</table>
| Persons with Disabilities | Aging and Disability Resource Center (ADRC) - Info@askasc.org  
8700 Tesoro Dr. #160, San Antonio, TX 78217  (210) 477-3275  
Contact: George Losoya, Approximate Date of Contact: 11/2019, Role: Referrals  
Experience: Provides a variety of services to this population across the country |
| Veterans | AAMHA/Veterans Assistance  
4100 E. Piedras, San Antonio, TX 78228 (210) 521-6035  
Contact: Lisa Griffin, Date of Contact: 11/2019, Role: Referrals  
Cm1@alamocommunitygroup.org Experience: Provides housing services to this population |
| Hispanic | San Antonio Housing Authority  
818 S. Flores Street, San Antonio, TX 78204 (210) 477-6262  
Contact: Jacquelyn Smith, Approximate Date of Contact: 11/2019, Role: Referrals  
Experience: Provides housing services to this population across the county |
Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Newspaper(s)</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Radio Station(s)</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TV Station(s)</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Electronic Media</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Bulletin Boards</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Brochures, Notices, Flyers</strong></td>
<td>Brochures</td>
<td>English language, contact info also in Spanish include Fair Housing logo</td>
<td>English language, contact info also in Spanish include Fair Housing logo</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Other (specify)</strong></td>
<td>Property Website</td>
<td>English language, contact info also in Spanish include Fair Housing logo</td>
<td>English language, contact info also in Spanish include Fair Housing logo</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*While NRP Management LLC employs a number of marketing efforts for the properties which it manages, including a variety of Internet Listing Sites and some newspaper advertisements, those efforts are general marketing efforts. Direct mailing of brochures to the community contacts is the most efficient and effective means of reaching out to the Targeted Populations. In direct mailing (or sometimes emailing efforts), community contacts are also directed to the property's website.*
Applicant Credit Limit
Documentation and Certification
5. Tab 36, Sponsor Characteristics – The Self Score shows 2 points requested for this point item but the form indicates that only 1 point is desired. Please clarify.

The Self Score form is incorrect. A new Self Score is attached.

6. Tab 37, Organizational Charts – The ownership of Nacogdoches Lofts E-Group LLC must be disclosed on the charts and on the List of Organizations. As they exercise no control, you don’t need the Applicant Eligibility Cert or the Previous Participation forms, but they must be disclosed on the charts. Review 10.204(13)(A) for instruction on the organizational charts.

Per our telephone conversation, we have removed the E Group from the org charts. It is not a formed entity and its future members are unknown. If it is added to the ownership structure in the future, we will process an amendment request. An organizational chart that reflects this is attached.

Per our telephone conversation, we have removed the E Group from the org charts. It is not a formed entity and its future members are unknown. If it is added to the ownership structure in the future, we will process an amendment request. An organizational chart that reflects this is attached.

7. Tab 38, List of Organizations – the ownership of Nacogdoches Lofts, SLP and Nacogdoches Lofts E-Group are not consistent with the org charts and/or are not complete. Correct the form.

Per our telephone conversation, we have removed the E Group from the org charts. Tab 38, should now be correct and is attached.

8. Tab 45, Credit Limit 1 – The name of Victor Nivens is missing from Pt. 1.

Please see the corrected form which is included in this packet.

9. Tab 45, Credit Limit 2 – The form for T. Richard Bailey and the Restatement Trust dated July 9, 2012 were missing. Provide the missing forms. The exercise of control does not determine whether this form must be provided.

Please see the corrected form which is included in this packet. It is signed by General Counsel of NRP. As noted in the application, Richard Bailey is retired and no longer signs documents. Noam Magence, as General Counsel for The NRP Group has authority to sign for the entities on these forms.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
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).

Part I. Applicant Credit Limit Documentation

a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.

<table>
<thead>
<tr>
<th>No.</th>
<th>Entity Name</th>
<th>Part II Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Nacogdoches Lofts Ltd.</td>
<td>No</td>
</tr>
<tr>
<td>2</td>
<td>Nacogdoches Lofts GP LLC</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Aguillon &amp; Associates LLC</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>NRP Nacogdoches Lofts SLP LLC</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>NRP Affordable Subsidiary II LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6</td>
<td>NRP Manager LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7</td>
<td>NRP Enterprises LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8</td>
<td>NRP Lone Star Development LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9</td>
<td>NRP Holdings LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10</td>
<td>NRP Direct Subsidiary LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>11</td>
<td>NRP Investments LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>12</td>
<td>NRP Lone Star Manager LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>13</td>
<td>NRP Contractors LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>14</td>
<td>NRP Contractors II LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>15</td>
<td>NRP Master L.P.</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>16</td>
<td>Declaration of Trust dated as of December 16, 1998, as amended by the Amended and Restated Declaration of Trust as of June 20, 2007</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>17</td>
<td>Restatement of Declaration of Trust dated as of July 9, 2012</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>18</td>
<td>J. David Heller</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>19</td>
<td>T. Richard Bailey, Jr.</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>20</td>
<td>JDH Realty Investments Corp.</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>21</td>
<td>Melissa P. Aguillon</td>
<td>No</td>
</tr>
<tr>
<td>22</td>
<td>Thomas R. Aguillon</td>
<td>No</td>
</tr>
<tr>
<td>23</td>
<td>Nacogdoches Lofts E-Group LLC</td>
<td>No</td>
</tr>
<tr>
<td>24</td>
<td>Community Housing Resource Partners, Inc.</td>
<td>No</td>
</tr>
<tr>
<td>25</td>
<td>Meghan Garza-Oswald</td>
<td>No</td>
</tr>
<tr>
<td>26</td>
<td>Gaye Preston</td>
<td>No</td>
</tr>
<tr>
<td>27</td>
<td>Christopher Kinne</td>
<td>No</td>
</tr>
<tr>
<td>28</td>
<td>Christian Reed-Ogba</td>
<td>No</td>
</tr>
<tr>
<td>29</td>
<td>Allison Hu</td>
<td>No</td>
</tr>
<tr>
<td>30</td>
<td>Penelope Boyer, Ph.D.</td>
<td>No</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: ____________________________  2/19/18  a Manager

Signature of Applicant  Date
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).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mary Hada</td>
<td>No</td>
</tr>
<tr>
<td>2</td>
<td>Tracey Kirksey</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Melissa Cabell-Haynes</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Juan Cano</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Staci Hinson</td>
<td>No</td>
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<td>6</td>
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<td>7</td>
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<td>11</td>
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<td>30</td>
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</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant] [Signature of Manager] [Date]
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).

Part I. Applicant Credit Limit Documentation

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<td>No</td>
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<td></td>
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<td>4.</td>
<td>Juan Cano</td>
<td>No</td>
<td></td>
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<td>5.</td>
<td>Staci Hinson</td>
<td>No</td>
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<td>6.</td>
<td>Victor Nivens</td>
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</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: 7/26/18  
Its: [Manager]
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: NRP Affordable Subsidiary II LLC

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>Nacogdoches Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Piedmont Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Alazan Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [ ] 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)]

NRP Affordable Subsidiary II LLC
Printed Name

Date: 2/19/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: NRP Manager LLC

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
- [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.

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<td>Alazan Lofts</td>
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<td>San Antonio</td>
<td>0.00%</td>
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</table>

I acknowledge that [J. David Heller] 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.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: NRP Manager LLC

Date: 2/19/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: NRP Enterprises LLC

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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</thead>
<tbody>
<tr>
<td>Nacogdoches Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>Piedmont Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>Alazan Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. David Heller 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)] NRP Enterprises LLC [Printed Name] 2/19/18 [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: NRP Lone Star Development LLC

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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<tbody>
<tr>
<td>Nacogdoches Lofts</td>
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<td>San Antonio</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>Piedmont Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>70.00%</td>
</tr>
<tr>
<td>Alazan Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>75.00%</td>
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</tbody>
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I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________ Date: 2/19/18

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

NRP Lone Star Development LLC

Printed Name
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: NRP Holdings LLC

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
- [X] 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 [J. David Heller] 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]  
Signator of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
NRP Holdings LLC  
Printed Name  
Date 2/19/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: NRP Direct Subsidiary LLC

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
- [X] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [X] 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 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.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

NRP Direct Subsidiary LLC

Printed Name

Date: 2/19/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: NRP Investments LLC

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 J. David Heller 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]
NRP Investments LLC
Printed Name
Date 2/13/18

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
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: NRP Lone Star Manager LLC

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
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By: ___________________________  NRP Lone Star Manager LLC  2/19/19
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  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: NRP Contractors LLC

Which is:  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: NRP Contractors LLC
Printed Name: 2/19/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: NRP Contractors II LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: NRP Contractors II LLC

Date: 2/19/18
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form: NRP Master L.P.

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By: [Signature]  NRP Master L.P.  [Printed Name]  [Date]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
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Date: 2/19/18
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Noam Magence, General Counsel, The NRP Group

Date
T. Richard Bailey, Jr. will not be signing any documents from this time forward. He has retired, and no longer exercises any control over any of NRP’s entities. The following is an explanation from NRP’s legal counsel Noam Magence. For questions please contact Noam Magence at nmagence@nrpgroup.com.

T. Richard Bailey, Jr.

T. Richard Bailey, Jr. was bought out of NRP’s operating companies, however, for tax purposes, Mr. Bailey retained a .5% non-economic interest in NRP Master L.P. (“Master”), the owner of NRP Direct Subsidiary LLC (Direct Sub), the owner of NRP Enterprises LLC (“Enterprises”). NRP Master L.P. is otherwise owned by David Heller through a trust and another wholly owned subsidiary. None of the economics of Enterprises or Master flow to Mr. Bailey and Mr. Bailey exercises no Control of these entities.
Part II. Credit Limit Certification

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] 

J. David Heller

Noam Magence, General Counsel, The NRP Group

Printed Name

Date
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form: J. David Heller

Which is:  
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<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nacogdoches Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Piedmont Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Alazan Lofts</td>
<td>9</td>
<td>San Antonio</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that I, David Heller, 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]

JDH Realty Investments Corp.

Printed Name

Date: 2/9/18
Community Input
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  

☐ a Developer for the Applicant for this specific Application  

☐ an Affiliate to the Applicant  

☐ a Guarantor on the Application  

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
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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.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

T. Richard Bailey, Jr. - trustee of Limited Partner of NRP Master LP  

Date  

Rec'd 07/26/2018 - 4:10 PM - EH
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.

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<th>% Ownership:</th>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ________________

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Restatement of Declaration of Trust dated as of July 9, 2012

Printed Name

Date
## Community Input Scoring Items

**TDHCA#: 18052**

### 1. Local Government Support - §11.9(d)(1)

- [X] 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)

- [X] 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)

- [X] 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>A. Greater San Antonio Builders Association</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kristi Sutterfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Classical Music Institute</th>
<th>Support</th>
<th>Opposition</th>
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</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
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<tr>
<td>Paul Mantalvo</td>
<td></td>
<td></td>
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<td>Contact Name</td>
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<table>
<thead>
<tr>
<th>C. SMART</th>
<th>Support</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
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<tr>
<td>Yvette Benavides</td>
<td></td>
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<tr>
<td>Contact Name</td>
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</table>

<table>
<thead>
<tr>
<th>D. Cesar E. Chavez Legacy and Educational Foundation</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ernest J. Martinez</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
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</table>

<table>
<thead>
<tr>
<th>E.</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION 2018-02-08-0011R

IN SUPPORT OF NACOGDOCHES LOFTS MULTI-FAMILY PROJECT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR COMPETITIVE 9% HOUSING TAX CREDITS.

* * * * *

WHEREAS, NRP Lone Star Development LLC, through an affiliate Nacogdoches Lofts Ltd., has proposed a development for affordable rental housing at Nacogdoches Road North of Spring Farm Street, to be known as Nacogdoches Lofts, in the City of San Antonio, Council District 10; and

WHEREAS, NRP Lone Star Development LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2018 Competitive 9% Housing Tax Credits for Nacogdoches Lofts; NOW, THEREFORE:

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO THAT:

SECTION 1. The City, acting through its governing body, hereby confirms that it supports NRP Lone Star Development LLC's 9% tax credit application for Nacogdoches Lofts, located at Nacogdoches Road North of Spring Farm Street, San Antonio, Texas 78247, TDHCA #18052, and that this formal action has been taken to put on record the opinion expressed by the City on February 8, 2018.

SECTION 2. For and on behalf of the City Council, the City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA.

SECTION 3. This Resolution is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 8th day of February, 2018.

MAYOR
Ron Nirenberg

ATTEST:
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:
Andrew Segovia, City Attorney

Date: 02/08/2018
Time: 09:51:22 AM
Vote Type: Motion to Approve
Description: Nacogdoches Lofts, located at Nacogdoches and Spring Farm roads in Council District 10

Result: Passed

<table>
<thead>
<tr>
<th>Voter</th>
<th>Group</th>
<th>Not Present</th>
<th>Yea</th>
<th>Nay</th>
<th>Abstain</th>
<th>Motion</th>
<th>Second</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Nirenberg</td>
<td>Mayor</td>
<td></td>
<td>x</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Roberto C. Treviño</td>
<td>District 1</td>
<td></td>
<td>x</td>
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<tr>
<td>William Cruz Shaw</td>
<td>District 2</td>
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<td></td>
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<tr>
<td>Rebecca Viagran</td>
<td>District 3</td>
<td></td>
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<tr>
<td>Rey Saldaña</td>
<td>District 4</td>
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</tr>
<tr>
<td>Shirley Gonzales</td>
<td>District 5</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Greg Brockhouse</td>
<td>District 6</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Ana E. Sandoval</td>
<td>District 7</td>
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<td></td>
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<td></td>
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<tr>
<td>Manny Pelaez</td>
<td>District 8</td>
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<tr>
<td>John Courage</td>
<td>District 9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Clayton H. Perry</td>
<td>District 10</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Result: Passed
February 9, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: Nacogdoches Lofts
TDHCA #18052

Dear Mr. Irvine:

I want to express my support of the proposed Nacogdoches Lofts Senior Community development. I am always pleased to learn of new investments in my district that will continue to contribute to the vitality of the area. In particular, the building of quality, affordable housing for senior constituents.

The NRP Group has applied to your department for Housing Tax Credits to assist in developing approximately 110 units to be located at Nacogdoches Road North of Spring Farm Street, San Antonio, Bexar County, Texas 78247.

I believe that this housing will be extremely beneficial to my district and I would like to give my support for these efforts. I hope that you and the TDHCA Board will look favorably upon their application.

Regards,

Representative Tomas Uresti
Texas House of Representatives District 118
February 15, 2018

Mr. Tim Irvine  
Executive Director  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, Texas 78711-3941

Re: Nacogdoches Lofts  
TDHCA # 18052

Dear Mr. Irvine:

On behalf of the Greater San Antonio Builders Association (GSABA), I would like to express our support for the proposed 110 unit SENIOR development - Nacogdoches Lofts - to be located Nacogdoches Rd N of Spring Farm St, San Antonio, Bexar County, Texas 78247. Our Association includes membership throughout San Antonio and Bexar County, and we promote developments such as these because of the construction jobs they will bring to our community. Our industry currently employs over 120,000 people in the San Antonio area, with a payroll over $4.8 Billion each year.

GSABA is supportive of the proposed housing because it will provide the opportunity for even greater economic investments by meeting the housing needs of senior citizens in San Antonio. Housing creates greater opportunities for retail and commercial development and all these types of developments expand the tax base of our community, to the tune of $168 Million in local tax revenue annually.

Our nonprofit trade association provides services available to those within the San Antonio and Bexar County area that contribute to the overall betterment, development, and improvement of the community as a whole.

We encourage you to support this application for tax credits in the 2018 application cycle. Thank you for your attention and please do not hesitate to contact me if you have any questions.

Sincerely,

[Signature]

Kristi Sutterfield  
Executive Vice President
2016 Exempt Org. Return
prepared for:

Greater San Antonio Builders Association
3625 Paesanos Parkway
San Antonio, TX 78231

Wenzel & Associates
5535 Fredericksburg Road Suite 200
San Antonio, TX 78229-3553
Form 8879-EO

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2016, or fiscal year beginning _______ 20___ and ending _______ 20___

Do not send to the IRS. Keep for your records.

Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

Name of exempt organization

Greater San Antonio Builders Association

Employer Identification number

74-1025883

Name and title of officer

Kristi Sutterfield, Executive VP

Part I: Type of Return and Return Information (Whole Dollars Only)

<table>
<thead>
<tr>
<th>Form</th>
<th>Description</th>
<th>Line</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>990</td>
<td>Total revenue, if any (Form 990, Part VIII, column (A), line 12)</td>
<td>1b</td>
<td>805,877</td>
</tr>
<tr>
<td>990-EZ</td>
<td>Total revenue, if any (Form 990-EZ, line 9)</td>
<td>2b</td>
<td>2b</td>
</tr>
<tr>
<td>1120-POL</td>
<td>Total tax (Form 1120-POL, line 22)</td>
<td>3b</td>
<td>3b</td>
</tr>
<tr>
<td>990-PF</td>
<td>Tax based on Investment income (Form 990-PF, Part VI, line 5)</td>
<td>4b</td>
<td>4b</td>
</tr>
<tr>
<td>8868</td>
<td>Balance Due (Form 8868, line 3c)</td>
<td>5b</td>
<td>5b</td>
</tr>
</tbody>
</table>

Part II: Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization’s 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete.

I further declare that the amount in Part I above is the amount shown on the copy of the organization’s electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization’s return to the IRS and to receive from the IRS an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund.

If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization’s federal taxes owed on the return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date.

I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization’s electronic return and, if applicable, the organization’s consent to electronic funds withdrawal.

Officer’s PIN: check one box only

[ ] I authorize Wenzel & Associates to enter my PIN 32000 as my signature

on the organization’s tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return’s disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization’s tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return’s disclosure consent screen.

Officer’s signature: Kristi Sutterfield

Date: 11/17/17

Part III: Certification and Authentication

ERO’s EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN 74955378229

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO’s signature: ____________________________ Date: ____________________________

Do Not Submit This Form To The IRS Unless Requested To Do So

BAA For Paperwork Reduction Act Notice, see Instructions.

Form 8879-EO (2016)
Form 990

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

A For the 2016 calendar year, or tax year beginning , 2016, and ending

B Check if applicable:

C Greater San Antonio Builders Association
3625 Paesanos Parkway
San Antonio, TX 78231

D Employer identification number
74-1025883

E Telephone number
210-696-3800

G Gross receipts $ 1,390,291.

H(a) Is this a group return for subsidiaries?
Yes

H(b) Are all subsidiaries included?
Yes

J Website: www.sabuilders.com

K Form of organization: Corporation Trust Association Other

L Year of formation: 1944
M State of legal domicile: TX

Part I Summary

1 Briefly describe the organization's mission or most significant activities: Please see Form 990, Part III, line 1

for organization's mission statement.

2 Check this box □ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a) 3 28

4 Number of independent voting members of the governing body (Part VI, line 1b) 4 28

5 Total number of individuals employed in calendar year 2016 (Part V, line 2a) 5 9

6 Total number of volunteers (estimate if necessary) 6 0

7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 5,672.

7b Net unrelated business taxable income from Form 990-T, line 34 7b -3,225.

8 Contributions and grants (Part VIII, line 1h) 519,350. 512,575.

9 Program service revenue (Part VIII, line 2g) 812. -3,235.

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 325,229. 296,537.

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 845,391. 805,877.

12 Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12) 429,743. 441,826.

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 483,702. 465,801.

14 Benefits paid to or for members (Part IX, column (A), line 4) 913,445. 907,627.

16a Professional fundraising fees (Part IX, column (A), line 11a) -68,054. -101,750.

b Total fundraising expenses (Part IX, column (D), line 25) -483,702. 465,801.

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 76,487. 212,253.


20 Total assets (Part X, line 16) 2,543,673. 2,441,923.

21 Total liabilities (Part X, line 26) 76,487. 212,253.

22 Net assets or fund balances. Subtract line 21 from line 20

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Executive VP

Date

Print/Type preparer's name
Preparer's signature
Check □ if self-employed
PTIN

May the IRS discuss this return with the preparer shown above? (see instructions)
BAA For Paperwork Reduction Act Notice, see the separate instructions.

EXTENSION ATTACHED
The Greater San Antonio Builders Association, (hereinafter referred to as “the ASSOCIATION”) is a not-for-profit, trade association established to represent builders, developers, remodelers and affiliated industry members in cooperation to benefit and promote homeownership. The purpose of the ASSOCIATION shall be:

*to associate the builders within its jurisdiction for the purpose of mutual advantage and cooperation;*
*to collaborate with all fields related to the building industry within the ASSOCIATION’s jurisdiction for the benefit of the industry as a whole;*
*to assist in the accomplishment of the mutual objectives of the National Association of Home Builders (hereinafter referred to as “NAHB”) and the Texas Association of Builders (hereinafter referred to as “TAB”);*

≠No part of the income of the ASSOCIATION shall inure to the benefit of any individual member.

These bylaws govern the activities of the ASSOCIATION and provide the framework for the orderly conduct of its business affairs. To the extent of any conflict between these bylaws and the bylaws of the NAHB the bylaws of the NAHB shall control.

GREATER SAN ANTONIO BUILDERS ASSOCIATION
BYLAWS

Article I
Membership

SECTION 1. Membership in the ASSOCIATION shall be of three (3) classifications:

(a) Builder membership shall be open to any person, firm, or corporation whose business is construction, remodeling, or land development Furthermore, it shall be within the discretion of the Board of Directors to determine in the case of each applicant, whether or not the applicant is qualified for Builder membership.

(b) Associate membership shall be open to any person, firm, or corporation engaged in any trade, industry, or profession allied to construction, remodeling, or land development, and others who are interested in the advancement of the goals of the ASSOCIATION.

(c) Affiliate membership shall be open to any person of a firm whose membership is in good standing as a Builder or Associate member. Affiliate members are not members of the TAB or of the NAHB, and are not voting members of the Association.

(d) Honorary membership shall be open to such individuals who have performed notable service for the homebuilding industry or the public. They shall be eligible for election as Honorary members by the Board of Directors. They shall pay no dues to the ASSOCIATION. Honorary membership shall confer no rights nor impose any obligations under the bylaws of the ASSOCIATION.

(e) Persons, firms, or corporations who are eligible for both Builder membership and Associate membership, may elect to be admitted to the ASSOCIATION in one or both categories. It shall be a condition of membership in the ASSOCIATION that all members (except as in (d) above) operate within the territorial jurisdiction of the ASSOCIATION, agree to abide by the provisions of the bylaws (and any amendments thereto), subscribe to the NAHB foregoing Code of Ethics, meet with the approval of the Membership Committee and the Board of Directors, and simultaneously become members of the NAHB and of the TAB.
SECTION 2. Applications for membership in the ASSOCIATION shall be made to the Membership Committee and processed in the following manner:

(a) Each candidate shall submit an application which will designate the individual who is the Principal Representative, in writing, on a form supplied by the ASSOCIATION containing an agreement to abide by the bylaws and subscribe to the Code of Ethics of the NAHB. The candidate shall be sponsored by at least one member in good standing and the application shall be accompanied by payment of an amount sufficient to cover one (1) year’s dues in advance. The Principal Representative shall be an individual designated in writing by the candidate/member, who will cast all votes on behalf of the candidate/member and represent the candidate/member at all ASSOCIATION activities. All payments so made shall be returned in full if membership is not approved.

(b) The Membership Committee shall review all applications for membership to determine whether an applicant qualifies for Builder membership, Associate membership, or both. This committee may approve the applicant for recommendation to the Board of Directors for approval or it may conduct such further investigation as it deems necessary. Applicants who qualify for builder membership and associate membership will be encouraged to join as a builder member or both. The Membership Committee shall review all new applications prior to making a recommendation for acceptance or rejection to the Board of Directors. Membership applicants cannot be excluded from Association membership based on race, religion, color, gender or sexual orientation. Should the Board of Directors find it necessary to consider refusing or revoking a membership, that member will be afforded due process at a scheduled Board of Directors meeting.

SECTION 3. Suspension, termination, reinstatement and transfer of membership in the ASSOCIATION shall be accomplished in accordance with the instructions of the Board of Directors.

(a) Delinquency and cancellation procedures shall be set by the Board of Directors.

(b) Subject to any limitations imposed by state or federal law, any member, its representative(s), officer(s), agent(s), or employee(s) may be censured, suspended, or expelled from the ASSOCIATION by the Board of Directors if, in the Board’s opinion as evidenced by a two-thirds (2/3) majority vote of the directors and past presidents with voting privileges present at a meeting of the Board of Directors where a quorum is present, it shall be considered desirable or in the best interest of the ASSOCIATION or its members, that the said member, or any representative, officer, agent, or employee of said member be censured, suspended, or expelled. The member shall be given at least 30 days written notice in advance of the meeting of the Board of Directors at which the vote is to be taken, and shall be afforded a reasonable opportunity to be heard.

(c) A two-thirds (2/3) majority vote of the directors and past presidents with voting privileges present at a meeting of the Board of Directors where a quorum is present, shall be required to reinstate any member, its officer(s), agent(s), or employee(s) who has been expelled or suspended pursuant to the provisions of this section.

(d) Membership in the ASSOCIATION may be transferred to another party with the approval of the Board of Directors.

SECTION 4. Meetings of the Membership shall be held as follows:

(a) An annual meeting of the builder and associate membership (hereafter referred to as “Annual Membership Meeting”) of the ASSOCIATION shall be held no earlier than November of each year for the purpose of installing newly elected members of the Board of Directors and Officers of the ASSOCIATION for the following fiscal year and for the purpose of reviewing the affairs of the ASSOCIATION. The date of the meeting will be set by the Board of Directors, with no less than thirty (30) day notice to the membership.

(b) Regular meetings of the membership of the ASSOCIATION shall be held as directed by the Board of Directors.
(c) Special meetings of the membership of the ASSOCIATION may be called at any time by the President or upon formal request in writing of five (5) or more of its members.

(d) Written notice shall be given of the date, hour, and place of all meetings to each member, not less than five (5) business days in advance (except as set forth in Section 4a above).

Article II
Fiscal Year

The fiscal year of the ASSOCIATION shall be January 1 through December 31 of the same year.

Article III
Dues

SECTION 1. The dues of the ASSOCIATION shall be payable annually in advance from member’s anniversary date at a rate set by the Board of Directors for each classification of membership.

SECTION 2. Dues for membership in the NAHB and the TAB shall be paid by the ASSOCIATION from its treasury at the rates fixed by the NAHB and the TAB.

Article IV
Emblem

Any members in good standing may use on their marketing and promotional materials, the official emblem of the NAHB, the TAB, and the ASSOCIATION.

Article V
Board of Directors

SECTION 1. There shall be a Board of Directors (hereinafter referred to as the “Board”) consisting of at least 18 elected member representatives and the 5 elected officers. Board members shall be elected each year from the membership classifications as follows:

Builder Membership: Four (4) member Principal Representatives in good standing to serve three (3) years.

Associate Membership: Two (2) member Principal Representatives in good standing to serve three (3) years.

Elected Directors shall remain in office until their successors are elected and qualified. The Board shall be the governing body of the ASSOCIATION and shall conduct its affairs in such a manner as is customary and according to law.

(a) The President, First Vice President, Vice President Treasurer, Vice President Secretary, and Associate Vice President shall, upon election, become members of the Board. The terms of First Vice President, Vice President Treasurer, and Vice President Secretary and Associate Vice President as members of the Board shall be one year in the event they do not succeed to higher office as outlined in Article VI, Section 1. The elected officers shall count toward the requirement for a quorum.

(b) Three (3) Ex-officio Directors may be appointed by the President with the approval of the Board for one (1) year term to run concurrently to the term of the President and have all rights and privileges as if they were elected members of the Board. The concurrent term requirement would not apply if an appointee succeeded an unexpired term as noted in Article V, Section 1d.
(c) Committee Chairs shall be appointed as outlined in Article X of the By-Laws and approved by the Board of Directors as Advisory Directors and become non-voting members of the Board unless the Committee Chair is already serving as a member representative with voting privileges.

(d) Vacancies on the Board occasioned by death, resignation, or termination shall be filled by appointment by the President and confirmed by the Board and the person so appointed shall serve until the term has expired or until his/her successor is elected and qualified. The appointee may be eligible for immediate election.

(e) Presidents of the chapters (geographic areas under our jurisdiction) of the ASSOCIATION are ex-officio members of the Board and have all rights and privileges as if they were elected members of the Board.

(f) From time to time, a majority vote of the directors and past presidents with voting privileges present at a meeting of the Board of Directors where a quorum is present, may elevate any representative of a member to the status of Lifetime Honorary Director having all rights, privileges, and obligations as if they were elected members of the Board.

SECTION 2. Meetings of the Board shall be held as follows:

(a) An Annual Meeting of the Board (hereafter referred to as “Annual Board Meeting”) shall be held at least thirty (30) days prior to the Annual Membership Meeting (Art.1, Sec.4 [a]), for the purpose of electing officers and qualifying newly elected Board members. (NOTE: Moved to Art. VII Sec. 1)

(b) Regular meetings shall be held periodically at such times as the Board may set. Notice shall be given to the Board at least five (5) business days in advance of the meeting.

(c) Special meetings of the Board may be called by the President or upon formal request in writing of five (5) or more of its members. Notice shall be given to the Board at least 48 hours in advance of the meeting.

(d) Elected Directors who are absent from three (3) consecutive regular meetings without an excuse deemed valid by the Board shall be considered suspended from voting. A written request for an excused absence must be received no later than 30 days following the absence. However, on the third consecutive meeting attended after three (3) or more unexcused meetings, their voting privileges shall be considered reinstated. Additionally, the Board may choose to reinstate the voting privileges of a member denied such privilege, upon majority vote of the directors and past presidents with voting privileges present at a meeting of the Board of Directors where a quorum is present, after having received a written request for reinstatement of voting privileges. Eligibility to vote would begin at the next regular Board meeting. After failing to attend four (4) consecutive meetings, with or without excuse, a director shall be determined.

SECTION 3. There shall be an Advisory Committee known as the Past Presidents Council which shall consist of the past presidents of the ASSOCIATION, each of whom shall have voting privileges on the Board of Directors. A quorum of the Past Presidents Council shall consist of five or more Past Presidents with voting privileges. The members of the Past Presidents Council shall be entitled to all the rights and privileges as if they were elected members of the Board. They will lose their right to vote after missing six (6) consecutive meetings, with or without an excuse. Upon attending three (3) or more consecutive meetings, voting rights will be automatically reinstated at the third meeting. Additionally, the Board may choose to reinstate the voting privileges of any past presidents denied such privilege, upon a majority vote of the directors and past presidents with voting privileges present at a meeting of the Board of Directors where a quorum is present, after receiving a written request for reinstatement. Eligibility to vote would begin at the next regular Board meeting. In the event that there are not five past presidents with voting privileges to fill the quorum, the Board of Directors may reinstate the voting privileges of a past president to complete the quorum.

SECTION 4. REMOVAL OF DIRECTORS
In addition to the provision for automatic termination of directors (Article V, Section 2d), the elected Board of Directors or any individual director may be removed from office with cause by the membership of the ASSOCIATION. A two-thirds (2/3) vote of a quorum of the membership shall be required to carry a vote to remove a director(s) or the elected Board.

Article VI

Officers

SECTION 1. The following officers shall be elected from the Builder membership according to procedure in Article IX, Section 2. The terms of the First Vice President, Vice President Treasurer, Vice President Secretary, and Associate Vice President as members of the Board shall be one year, in the event they do not succeed to higher office. Past Presidents are not eligible to run for re-election. In order to avoid the appearance of a conflict, an Officer of the Association shall not serve as an Officer in any other organization serving the construction industry at the same time.

(a) A President who shall be the Chief Officer of the ASSOCIATION and shall preside at its membership meetings and meetings of the Board and the Executive Committee. The President shall be the official spokesperson of the ASSOCIATION in matters of policy, subject to the approval of the Board. The President shall appoint all committee chairs as outlined in Article X of the By-Laws, subject to the approval of the Board, shall be a member of all committees and councils, and shall perform all other duties assigned to the President by the Board and other duties usual to such office.

(b) A First Vice President who, in the absence of the President or upon the direction of the President, shall perform all duties of the President.

(c) A Vice President Treasurer shall be responsible to the ASSOCIATION for an accounting of all monies collected and disbursed by the ASSOCIATION, shall present a monthly statement to the Board and an annual statement to the membership.

(d) A Vice President Secretary shall approve a record of all the official proceedings of the ASSOCIATION and its Board and shall serve as the sergeant at arms for the enforcement of Robert’s Rules of Order.

SECTION 2. An Associate Vice President shall be elected by and from the Associate membership and shall represent the Associate membership on the Executive Committee and shall be a voting member of the Board of Directors using the general procedures as the elections for directors utilizing the Directors Nominating Committee for the nominations.

SECTION 3. Succession of Office

(a) In the event of the absence, disability, resignation, termination, or death of the President, the Immediate Past President shall act as President of the ASSOCIATION. Should neither the President nor the Immediate Past President be able to serve for any of the foregoing reasons, the Past Presidents Council shall nominate a new interim President, subject to Board approval.

(b) In the event of a vacancy in any of the offices described in Article VI, Section 1, (b), or (c), then each officer below shall succeed to the next higher office, subject to the approval of the Board. The Board shall fill any vacancies created by the foregoing succession or a vacancy of the office of Vice President Secretary. Each officer succeeding to the next higher office will succeed to the next higher position for a full term during the following year, if confirmed by the Board.

(c) In the event that all positions of elected officers become vacant, the Past President’s Council shall convene to appoint a Chair who will serve as Interim President of the Association until a new slate of
officers can be nominated and elected by the Board. The individual selected by the Past Presidents Council to serve as the Interim President must be approved by the Board of Directors in order to serve.

SECTION 4. The following administrative officer and staff may be employed by the Board at such rate of compensation as it deems fair and proper.

(a) An Executive Vice President (to be known by this title only), who shall serve as the chief administrative head of the ASSOCIATION. DUTIES: It shall be the duty of the Executive Vice President to supervise the entire staff and perform such other duties as may be delegated by the Board and all other duties usual to such office. The Executive Vice President shall be empowered to employ an adequate staff to carry on the business of the ASSOCIATION as instructed by the Board, at such rates of compensation as the Executive Committee may deem fair and proper within the limitations of the annual budget.

(b) Assistants to the Executive Vice President shall be requested from time to time by the Executive Vice President who may perform the duties of the Executive Vice President in their absence and perform such other duties as may be assigned by the Executive Vice President or the Executive Committee.

(c) A General Counsel shall be an attorney-at-law licensed to practice within the territorial jurisdiction of the ASSOCIATION, to advise the officers and directors of the ASSOCIATION in legal matters.

SECTION 5. REMOVAL OF OFFICERS
Any elected officer may be removed by a vote of two-thirds (2/3) majority vote of the directors and past presidents present at a meeting of the Board of Directors where a quorum is present, upon a showing of good cause for such removal. Such removal shall be without prejudice.

Article VII
National and State Directors

SECTION 1. At a regular meeting of the Board no later than August of each year, the Directors shall nominate from the names submitted by the Officers Nominating Committee (Article IX, Section 2[b]) members to the Board of Directors of the NAHB and the TAB, in accordance with their respective by-laws.

SECTION 2. One (1) alternate for each nominee shall be nominated by the Officers Nominating Committee.

SECTION 3. The Board will qualify the nominees and alternates and submit the names of those approved to the NAHB and the TAB, respectively.

SECTION 4. Nominees will be elected by the respective Associations and they will serve for one (1) year. Alternates will serve in the place of elected Directors in their absence after being certified to their respective Associations.

Article VIII
Voting - Proxies & Quorums

SECTION 1. The voting privilege shall be limited as follows:

At meetings of the membership all members in good standing shall have the right to vote. A firm, corporation, or partnership holding one (1) or more memberships shall be entitled to only one (1) vote per membership, to be cast by the Principle Representative of each such membership.

SECTION 2. Votes may be cast by proxy in the following manner:
(a) Any member entitled to vote may, by an instrument in writing bearing a date not more than 15 days in advance of the meeting, designate another member to vote in the member’s place at any meeting of the membership.

(b) No Directors may vote by proxy in a directors meeting.

SECTION 3. A majority vote, where a quorum is present, on any measure will be determined as follows:

(a) A vote of a majority of the members present at any meeting of the membership shall carry any measure (except as stated in Article V, Section 4), provided however, that no matter may be voted upon at any regular membership meeting or any special membership meeting unless all members have been notified of the subject matter to be voted upon at least five (5) days prior to the subject meeting.

(b) A vote of a majority of the directors and past presidents with voting privileges present at a meeting of the Board of Directors, shall carry any measure, including without limitation the election or confirmation of officers, except as stated in Article I, Section 3b, 3c, Article VI, Section 5, and Article XVI.

(c) A vote of the majority of the members of any committee present at any regular or duly called meeting of that committee shall carry any measure, provided however, that if a quorum of the committee members is not in attendance, such fact shall be noted in the committee’s report to the Board.

SECTION 4. A quorum present at any meeting shall be determined as follows:

(a) A quorum for purposes of a membership meeting shall consist of 10% of the membership including proxies (as defined in Article VIII, Section 1).

(b) A quorum of the Board shall consist of not less than one-half (1/2) of its elected members and elected officers.

(c) A quorum of a Committee shall consist of not less than one-half (1/2) of its members.

Article IX
Elections

SECTION 1. Election of Members to the Board of Directors.

(a) A Directors Election Committee (see Article X, Section 1c) will be appointed to make suggestions of a minimum of four qualified builder members and two qualified associate members to be added to the ballot, (in addition to the self-nominations.) Ballots will also include an option for “Write Ins”.

(b) Self-nominating opportunities to serve on the Board of Directors will be published in the Association newsletter at least 120 days prior to the Annual Board Meeting.

(c) The Association will provide applications to those interested. Applicants shall submit applications not later than ninety (90) days prior to the Annual Board Meeting.

(d) Each primary ASSOCIATION member will be allowed to vote for four (4) Builder members and two (2) Associate members to join the Board of Directors. Candidates receiving the highest number of votes equal to the number of vacancies shall be declared “Directors-Elect” after a canvass of the ballots and the qualification of the directors-elect by the Board at the Annual Board Meeting Art. V, Sec. 2 [a]).

(e) In case of a tie in the election, the selection shall be made by lot under the direction of the Directors Election Committee (Art. X Sec. 1 [c]).
(f) Elected Directors will be installed at the Annual Membership Meeting (Art. I, Sec. 4 [a]) and serve until their successors are elected and installed.

(g) Elected Directors shall not be eligible for re-election to the Board until one (1) calendar year has elapsed since completing a full three (3) year term of office.

(h) ASSOCIATION members shall vote for Directors by secret ballot via traditional mail or electronic media, as decided by a vote of the Board of Directors at a regular Board meeting no later than August of each year. The Executive Vice President shall ensure privacy and security of ballot distributions and in the tallying of results by use of best practices at the time of elections. Only one ballot distribution mechanism can be approved in each fiscal year.

(i) Ballots for the election shall be distributed not less than ten (10) business days prior to the date set for the annual election.

(j) After ballots have been returned and tallied by the Directors Election Committee, the new directors will be announced.

SECTION 2. Election of Officers

(a) At a regular meeting of the Board no later than August of each year, the Board will decide by vote whether or not to elevate the First Vice President to the status of President elect and to approve the Chair for the Officers Nominating Committee. Approval will be by a majority vote of a quorum of the Board.

(b) An Officers Nominating Committee composed of at least five (5) Past Presidents with voting privileges shall nominate candidates to the offices of the President, First Vice President, Vice President Treasurer, Vice President Secretary, and Associate Vice President.

Nominees for President, First Vice President, Vice President Treasurer, and Vice President Secretary shall be selected from the Builder membership.

The nominee for Associate Vice President shall be selected by the Directors Election Committee (Art. X Sec. 1 [c]).

(c) The Officers Nominating Committee (called to meet by the President who will act as an ex-officio member) shall file its report and recommendations at the annual meeting of the Board (Article V, Section 2a). The majority vote of the directors and past presidents with voting privileges present at the annual meeting of the Board of Directors will elect officers from nominees recommended or from members nominated from the floor.

(d) Officers will be installed at the annual membership meeting (Article I, Section 4a) and serve per the terms of the By-Laws. In the event of a vacancy, the officers will be installed as soon as it can reasonably be accomplished following the procedures set forth in these By-Laws.

Article X

Committees

SECTION 1. There shall be the following standing Committees:

(a) The Executive Committee shall consist of the President, First Vice President, Vice President Treasurer, Vice President Secretary, Associate Vice President, Immediate Past President, two (2) Builder Representatives, one of which will be nominated by the President-Elect to serve a two (2) year term, the Immediate Past Associate Vice President, and one (1) additional Past President with voting privileges nominated by the President-Elect. In the event the Immediate Past Associate Vice President is unwilling or unable to serve, the President-Elect shall nominate a past Associate Vice President
subject to Board approval. Members of the Executive Committee shall be voting members of the Board of Directors.

(b) The Membership Committee shall be composed of five (5) or more members and shall meet upon the call of the Chair. The Chairperson(s) of the Membership Committee shall be appointed by the President-Elect each year and serve for twelve months unless re-appointed by the next incoming President.

(c) Directors Election Committee shall consist of the current Associate Vice President, a current builder member of the Executive Committee, the Chairperson or a representative of each active Council of the ASSOCIATION and two Past Presidents with voting privileges appointed by the President. The Directors Election Committee shall be approved by the Board by a majority vote at a regular meeting of the Board no later than August of each year.

(d) The By-Laws Committee shall consist of two (2) Past Associate Vice Presidents, three (3) Past Presidents with voting privileges, and one of the following: the First Vice President, the First Vice President Treasurer, or the Vice President Secretary to be appointed by the Executive Committee and approved by the Board by a majority vote at a regular meeting of the Board with a minimum of ten (10) day notice prior to the vote.

(e) The Officers Nominating Committee shall consist of the Past Presidents Council members with voting privileges as outlined in Article V, Section 3 of the By-Laws.

(f) The Budget Finance Committee shall be chaired by the First Vice President and consist of the Vice President Treasurer, the Vice President Secretary, three (3) Past Presidents with voting privileges, and two (2) other members selected by the Chair.

(g) Other Committees: There shall be such other committees as may be designated by the Board or the Executive Committee, of which the Chair shall be appointed by the President.

SECTION 2. Where the President does not appoint committee personnel, each Committee Chair shall appoint the members of their committee.

SECTION 3. Where not indicated by the By-Laws, the Chairmen and membership of each standing committee shall be appointed by the President subject to approval of the Board.

Article XI

Budget Finance

SECTION 1. Dues and other monies collected by the ASSOCIATION shall be placed in a depository or depositories, selected by the Board, and payment from funds of the ASSOCIATION shall be made on the signature of any of the following two officers; the Executive Vice President, the President, First Vice President, Vice President Treasurer, or Vice President Secretary or any Past President on the Executive Committee of the ASSOCIATION.

SECTION 2. The Board shall adopt a budget for each fiscal year and the ASSOCIATION shall function within the total of such budget. Total expenditure in excess of the budget must be authorized by the Board and any individual line item that exceeds 30% of that individual line item must be authorized by the Board. Emergency expenditures exceeding the line item of more than 30% must be approved by the Executive Committee in advance of the expenditure.

SECTION 3. The Association shall furnish a bond or an insurance policy to cover theft or dishonesty. Said bond or insurance policy shall cover the Vice President Treasurer, and/or any officers, members, and staff handling the funds of the Association.

SECTION 4. There shall be an independent audit or review of the finances of the ASSOCIATION annually and at such other intervals as directed by the Board.
Article XII

Notices

Members shall furnish their official address to the Executive Vice President, and the mailing or delivery by e-mail or facsimile of any notice, or notices, to such address shall be deemed service of such notice or notices upon them as of the date of depositing same in the US Mail or the date of confirmation on the facsimile or e-mail read-receipt.

Article XIII

Robert’s Rules of Order, latest edition, shall govern the procedure of all meetings of the ASSOCIATION.

Article XIV

Indemnification and Insurance

The ASSOCIATION shall indemnify its Officers, Directors, Staff and other members in performance of official duties of the ASSOCIATION by and through a policy of liability insurance in an amount and to the extent determined by the Board. Such indemnification shall be limited and restricted to coverage afforded by such insurance, unless otherwise approved by the Board.

Article XV

Dissolution of the Association

In the event of dissolution of the ASSOCIATION, the assets of the ASSOCIATION shall, after appropriate provision for its debts and liabilities, be distributed in any liquidation proceeding to a corporation, trust, or association which is not organized for profit and is exempt from federal income taxation under the Internal Revenue laws applicable at the time of such dissolution.

Article XVI

Amendments

The purpose of the By-Laws Committee is to review and recommend any changes to the By-Laws and to monitor the implementation of the By-Laws. Proposed amendments to the By-Laws of the ASSOCIATION shall be provided to all Board members forty-five (45) days in advance of any Board vote of approval. Following the expiration of the review period, the amendment must receive approval, by two-thirds (2/3) of the directors and past presidents with voting privileges present at the meeting of the Board of Directors where a quorum is present.
February 7, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

Re: Nacogdoches Lofts
TDHCA #18052

Dear Mr. Irvine,

We would like to express our support for the proposed Nacogdoches Lofts development, located at approximately Nacogdoches Road North of Spring Farm Street, San Antonio, Bexar County, Texas. Our organization includes membership from throughout the City of San Antonio and Bexar County and is devoted to cultivating the realm of classical music for new and versed music lovers through education and performances.

The Classical Music Institute (CMI) is a 501(c)(3) non-profit and we are supportive of the proposed housing development because it will provide quality housing for senior citizens in San Antonio.

Part of CMI’s mission is to offer free classical music education to at least 90% of our participants. Through generous donations and community support, we are given the opportunity to serve Bexar County’s youth through continued classical music programing, as well as educational opportunities and outreach.

We encourage you to support this application for tax credits in the 2018 application cycle. Thank you for your attention and please do not hesitate to contact me if you have any questions.

Sincerely,

Paul Montalvo
Artistic Director

PO BOX 6846 SAN ANTONIO, TEXAS 78209 | TEL: 210.364.3884 | EMAIL: INFO@CHAMBERORCHESTRAS.A.ORG
WWW.CHAMBERORCHESTRAS.A.ORG
Date: **Nov 10 2009**

CHAMBER ORCHESTRA OF SAN ANTONIO  
PO BOX 6846  
SAN ANTONIO, TX 78209

Employer Identification Number:  
90-0398328

DLN:  
17053275345009

Contact Person:  
NANCY L HEAGNEY  
ID# 31306

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
170(b)(1)(A)(vi)

Form 990 Required:  
Yes

Effective Date of Exemption:  
June 13, 2008

Contribution Deductibility:  
Yes

Addendum Applies:  
No

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
Sincerely,

[Signature]

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC
2017–18 SEASON

“TO MUSIC”—BACH TO BACH
October 7, 2017 | 7:30 p.m.
Ruth Taylor Recital Hall | Trinity University
Performance by CMI Chamber Orchestra

A MODERN TRIFECTA
February 10, 2018 | 7:30 p.m.
Carlos Alvarez Studio Theater | Tobin Center for the Performing Arts
Performance by CMI Chamber Orchestra

LOVE, TRANSCENDING THREE CENTURIES
June 15–16, 2018 | 7:30 p.m.
Carlos Alvarez Studio Theater | Tobin Center for the Performing Arts
Performance by CMI Chamber Orchestra

CMI SUMMER PROGRAM
June 18, 2018–June 30, 2018
Edgewood Fine Arts Academy

Season tickets available until October 6, 2017
tobi.tobincenter.org/cmi

OUR MISSION
CMI was created to enrich, inspire, create intellectual curiosity, foster personal growth, and cultivate better citizens of our community.

FUTURE VISION
With the success of our education program, the long-term goal is to partner with a local school district to establish a year-round, accredited institute. Classical music education is the core and would be part of the curriculum offered.

CLASSICAL MUSIC INSTITUTE
Established as the education program of the Chamber Orchestra of San Antonio, CMI debuted in summer 2016. CMI provides classical music education to Bexar County’s youth during a two-week program, as well as year-long outreach and continuing education. This includes: private instruction and group lessons; classes in chamber music, orchestra, ear-training, rhythm training, and music appreciation; salon performances, outreach concerts, faculty concerts, and a final concert with students at the Edgewood Theater for the Performing Arts.

The CMI Chamber Orchestra will continue to perform as a resident company of the Tobin Center for the Performing Arts.

OUR MISSION
CMI was created to enrich, inspire, create intellectual curiosity, foster personal growth, and cultivate better citizens of our community.

FUTURE VISION
With the success of our education program, the long-term goal is to partner with a local school district to establish a year-round, accredited institute. Classical music education is the core and would be part of the curriculum offered.
“TO MUSIC”—BACH TO BACH

October 7, 2017 | 7:30 p.m.
Performance by CMI Chamber Orchestra
Ruth Taylor Recital Hall | Trinity University
One Trinity Place, San Antonio, TX 78212

Inspired by the early 19th Century Schubertiade, “To Music” is a new series highlighting a composer’s body of work. Bach to Bach, an evening dedicated to the music of Johann Sebastian Bach, will feature David Heller on harpsichord, Associate Concertmaster Simón Gollo, violinist Mari Lee, and flutist François Minaux.

A MODERN TRIFECTA

February 10, 2018 | 7:30 p.m.
Performance by CMI Chamber Orchestra
Carlos Alvarez Studio Theater
Tobin Center for the Performing Arts
100 Auditorium Circle, San Antonio, TX 78205

Three modern composers in one evening! A Modern Trifecta will include Arvo Pärt’s Trisagion, John Adam’s Shaker Loops, and as part of our year-long celebration of San Antonio’s Tricentennial, Spaniard Leonardo Balada’s Caprichos No. 5 and A Little Night Music in Harlem. CMI’s Principal Cellist Mihai Marica is the soloist and Gemma New returns as conductor.

A Modern Trifecta is generously underwritten by Mr. Christopher Cheever.

David Heller
Harpsichord

Simón Gollo
Associate Concertmaster

Mari Lee
Violin

François Minaux
Flutist

Mihai Marica
Cello

Gemma New
Conductor

For more info please visit cmi-sa.org
LOVE, TRANSCENDING THREE CENTURIES

Celebrating 300

June 15–16, 2018 | 7:30 p.m.

Performance by CMI Chamber Orchestra
Carlos Alvarez Studio Theater
Tobin Center for the Performing Arts
100 Auditorium Circle, San Antonio, TX 78205

Conductor José Luis Gomez returns to conduct CMI’s season finale featuring the US premiere of J.P. Jofre’s Double Concerto No. 2 for Bandoneon and Violin, a CMI co-commission with the Balearic Islands Symphony Orchestra and Metropolis Ensemble. Other works will include Luigi Boccherini’s “La Musica Notturna Delle Strada di Madrid” and audience favorite Rodion Shchedrin’s Carmen Suite.

For more info please visit cmi-sa.org

TICKET INFORMATION

$39

single tickets

$75

season tickets

Tickets can be purchased from the TOBi Box Office by any method below.

ONLINE

tobi.tobincenter.org

Tickets purchased online will include convenience fees.

BY PHONE

210.223.8624

Monday–Saturday | 8 a.m.–8 p.m.
Sunday | 8 a.m.–7 p.m.

Tickets purchased over the phone will include convenience fees.

IN PERSON

115 Auditorium Circle
San Antonio, TX 78205

Monday–Friday | 10 a.m.–6 p.m.
Saturday | 10 a.m.–2 p.m.

Season tickets available until October 6, 2017
tobi.tobincenter.org/cmi

J.P. Jofre
Bandoneon

Francisco Fullana
Violin

José Luis Gomez
Conductor
MEMBERSHIPS

$10,000  CORNERSTONE MEMBERSHIP

• Private salon concert featuring Artists from CMI**
• Two tickets to Savor the Music*
• Two tickets to three private salon concerts
• Private Meet and Greet with the conductor or soloist for each concert
• Signed program book by conductor or soloist for each concert
• Invitation to attend dress rehearsal
• Two season tickets
• Invitation to CMI Student/Faculty concert

$5,000  ARTIST MEMBERSHIP

• Two tickets to Savor the Music*
• Two tickets to three private salon concerts
• Private Meet and Greet the with conductor or soloist for each concert
• Signed program book by conductor or soloist for each concert
• Invitation to attend dress rehearsal
• Two season tickets
• Invitation to CMI Student/Faculty concert

$1,000  GRADUATE MEMBERSHIP

• Two tickets to Savor the Music* or two tickets to three private salon concerts
• Signed program book by conductor or soloist for each concert
• Invitation to attend dress rehearsal
• Two season tickets
• Invitation to CMI Student/Faculty concert

$300  APPRENTICE MEMBERSHIP

• Two season tickets
• Invitation to CMI Student/Faculty concert

Monthly payments available for memberships.
Sign up at cmi-sa.org, info@cmi-sa.org, or 210.364.3884

CMI is a registered non-profit organization under Section 501(c)(3) of the IRS code and classified as a public charity under Sub-Section 170(b)(1)(A)(vi). Your contribution is tax deductible to the fullest extent allowed by law.

*Qualified tax-deductible amount is decreased $80.00 per ticket
**Private salon concert to be scheduled at a mutually beneficial time for Member and CMI
CMI SUMMER PROGRAM

Celebrating 300

June 18–30, 2018

Edgewood Fine Arts Academy
607 SW 34th St., San Antonio, TX 78237

As part of our summer education program, CMI will offer performances by the CMI Chamber Orchestra and chamber ensembles throughout San Antonio and Bexar County. Every program will be dedicated to San Antonio’s Tricentennial celebration and will be free to the public.

For applicant information please visit cmi-sa.org
BOARD OF DIRECTORS
Roberto Espinosa
Chairman
Col. JD English
Vice Chairman/Treasurer
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Vice Chairman/Marketing Chair
Diane Bennack
Stephanie Dick
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JR Treviño
Guillermo Vela

FOUNDERS
Silvia Santinelli, D.M.A.
Robert C. Ehlers
Paul M. Montalvo

EXECUTIVE DIRECTOR
Melanie Matcek

ARTISTIC DIRECTOR
Paul M. Montalvo

Transcending borders through classical music.
Your support enables us to deliver programming at the highest artistic level, while furthering our innovative and unique music education institute.

MAJOR SPONSORS

CMI would like to thank SRagnar Fotographi and JCE SEO for their photography and support.
SPONSORSHIPS

**$25,000  TITLE SPONSOR**
- Premiere full-page advertisement in program book and on website
- Title Sponsorship
- Two tickets to Savor the Music
- Two tickets to private salon concert
- Ten event tickets
- Acknowledgement in program book and on website

**$10,000  CONDUCTOR**
- Full-page advertisement in program book and on website
- Conductor or Soloist Sponsor
- Two tickets to private salon concert
- Six event tickets
- Acknowledgement in program book and on website

**$5,000  CONCERTMASTER**
- Full-page advertisement in program book and logo on website
- Concertmaster Sponsor
- Two tickets to private salon concert
- Four event tickets
- Acknowledgement in program book and on website

**$2,500  PRINCIPAL**
- Half-page advertisement in program book and logo on website
- Principal Musician Sponsor
- Four event tickets
- Invitation for two to private salon concert (fee applicable)
- Acknowledgement in program book and on website

**$1,000  PROFESSIONAL**
- Four event tickets
- Acknowledgement in program book and on website

**$500  ASSOCIATE**
- Two event tickets
- Acknowledgement in program book and on website

Sponsorship sign-up at cmi-sa.org, info@cmi-sa.org, or 210.364.3884
February 7, 2018

Mr. Tim Irvine  
Executive Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78711-3941

Re: Nacogdoches Lofts  
TDHCA #18052

Dear Mr. Irvine,

We would like to express our support for the proposed Nacogdoches Lofts development, located in San Antonio at Nacogdoches Road North of Spring Farm Street, in Bexar County, Texas. S.M.A.R.T., our 501(c)(3) nonprofit works throughout the City of San Antonio and Bexar County building community through arts education, community outreach, exhibitions and residency programming.

Our work throughout the community contributes to the overall betterment, development and improvement of the lives of young people and their families. We provide residents with the opportunity to experience the arts and culture as well as educational programs. The proposed development will create an excellent opportunity for us to promote our message of the arts to future residents.

We encourage you to support this application for tax credits in the 2018 application cycle. Thank you for your attention and please do not hesitate to contact me if you have any questions.

Sincerely,

Yvette Benavides  
Director

1906 s flores • san antonio, tx 78204 • smartsa.org  
yvette@benavidesstudio.com • andy@benavidesstudio.com
Employer Identification Number: 26-1206439
DLN: 17053197344008
Contact Person: GREGORY K OLWINE
Contact Telephone Number: (877) 829-5500
Accounting Period Ending: December 31
Public Charity Status: 170(b)(1)(A)(vi)
Form 990 Required: Yes
Effective Date of Exemption: June 20, 2002
Contribution Deductibility: Yes
Addendum Applies: No

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
Building community through art education, community outreach, exhibitions and residency programming.
S.M.A.R.T. Mission

Founded in 2005, S.M.A.R.T. is dedicated to building communities through art education, community outreach, exhibitions and residency programming.

What's Current:

Week of Nov 28th 4th grade installs their assemblage pieces and conduct a science experiment.

"Why fit in when you were born to stand out!"

-- Dr. Seuss
February 15, 2018

Mr. Tim Irvine  
Executive Director  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78771-3941  

Re: Nacogdoches Lofts  
TDHCA #18052  

Dear Mr. Irvine,

The Cesar E. Chavez Legacy and Educational Foundation is a 501(c) (3) nonprofit organization that serves the San Antonio community. Our mission includes community outreach, providing scholarships, and educating people, particularly our youth, about the values and legacies of Cesar E. Chavez, an American role model. In his work, Cesar E. Chavez helped to empower and improve the lives of the poor and the underserved in our society. Quality affordable housing opportunities are an integral component of serving those amongst us who are most in need.

We would like to express our support for the proposed Nacogdoches Lofts Senior development, located at approximately Nacogdoches Road North of Spring Farm Street in San Antonio, Texas. Our nonprofit is involved in advocacy, awareness and education throughout San Antonio and the Bexar County region. We encourage quality affordable housing made accessible to seniors like the ones we aim to serve through our efforts.

We encourage you to support this application for tax credits in the 2018 application cycle. Thank you for your attention and please do not hesitate to contact me if you have any questions.

Sincerely,

[Signature]

Ernest J. Martinez  
Chair – Board of Directors
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public
Information about Form 990 and its instructions is at www.irs.gov/form990

A For the 2015 calendar year, or tax year beginning 05-01-2015 and ending 04-30-2016

B Check if applicable

Address change
Name change
Initial return
Final return/terminated
Amended return

C Name of organization
Cesar E Chavez Legacy and Educational Foundation

D Employer identification number
51-0540603

E Telephone number

F Name and address of principal officer
Jaime Martinez
731 Spacious Sky
San Antonio, TX 78258

G Gross receipts $ 95,877

I Tax-exempt status
☑ 501(c)(3) ☐ 501(c) ( ) ☐ (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: www.sachavezfoundation.org

K Form of organization
☑ Corporation
Trust
Association
Other

L Year of formation 2005
M State of legal domicile TX

Part I Summary

1 Briefly describe the organization's mission or most significant activities
To encourage U S citizenship, voter education and greater participation in achieving these goals. Higher education is stressed for young people as a means of self-empowerment and self-awareness. The organizations primary exempt purpose is community outreach aimed at youth.

2 Check this box if "I" If the organization discontinued its operations or disposed of more than 25% of its net assets
3 Number of voting members of the governing body (Part VI, line 1a)

4 Number of independent voting members of the governing body (Part VI, line 1b)

5 Total number of individuals employed in calendar year 2015 (Part VI, line 2a)

6 Total number of volunteers (estimate if necessary)

7a Total unrelated business revenue from Part VIII, column (C), line 12

b Net unrelated business taxable income from Form 990-T, line 34

Prior Year 69,168 95,000
Current Year 95,000 95,000

8 Contributions and grants (Part VIII, line 1h)

9 Program service revenue (Part VIII, line 2g)

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

12 Total revenue—add lines 8 through 11 (must equal Part VII, column (A), line 12)

13 Grants and similar amounts paid (Part IX, column (A), lines 1 - 3)

14 Benefits paid to or for members (Part IX, column (A), line 4)

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5 - 10)

16a Professional fundraising fees (Part IX, column (A), line 11e)

b Total fundraising expenses (Part IX, column (D), line 25) 24,879

17 Other expenses (Part IX, column (A), lines 11a - 11d, 11f - 24e)

18 Total expenses Add lines 13 - 17 (must equal Part IX, column (A), line 25)

19 Revenue less expenses Subtract line 18 from line 12

20 Total assets (Part X, line 16)

21 Total liabilities (Part X, line 26)

22 Net assets or fund balances Subtract line 21 from line 20

Net Assets or Fund Balances

Beginning of Current Year 29,774 38,561
End of Year 38,561 38,561

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer
Jaime Martinez President

Date 2016-08-31

Print/Type preparer's name
Sylvia Aceaza EA

Preparer's signature
Sylvia Aceaza EA

Date 2016-12-13

Check if self-employed

FTIN P00209667

Phone (210) 436-8299

Paid Preparer Use Only

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 11282Y Form 990(2015)
The Cesar E. Chavez Legacy and Educational Foundation mission is community outreach, to educate people particularly our youth, about the value and legacies of Cesar E. Chavez, an American role model. In his work Cesar E. Chavez helped to empower and improve the lives of the poor and the underserved in our society.

The Cesar E. Chavez Legacy and Educational Foundation will work on educational projects, marches, demonstrations, promoting educational scholarships, citizenship participation, community initiatives, teaching the principles of non-violence, leadership, community organizing, computer literacy, service learning, self empowerment through education.

Cesar E. Chavez Legacy and Educational Foundation’s aim and objectives shall encourage U.S. citizenship, voter registration, voter education, and greater participation by workers in Texas of Latin American descent and their families in the American political process to maximize support for the economic and social policies and legislation that are essential to advance the mutual interest of Latinos, regarding jobs with adequate pay, immigration status, schools to educate our children, decent housing and fair access to those things in the richest country in the world.

It is in this spirit the Cesar E. Chavez Legacy and Educational Foundation is created in the pursuit of achieving social dignity, economic political justice and a decent standard of living for every Latino family, and as a vehicle to attain the respect and equality to every citizen of this great nation is rightfully entitled.
THE OFFICIAL 20th ANNIVERSARY
César E. Chavez March for Justice
Co-Sponsored by the City of San Antonio
Invited Key Note Speaker at the Alamo U.S. Congressman Lloyd Doggett

Join us as we march from the Westside to the Alamo in celebration of the Life & Legacy of an Extraordinary Labor Human and Civil Rights Leader, César E. Chavez.

8:30 am – Assemble at Avenida Guadalupe (Corner of S. Brazos & Guadalupe St.) for a Blessing of the March Worship Service & Community Program

César E. Chavez March to the Alamo Begins at 10:00 am
Grand Marshal Shirley Gonzalez, City Council Rep. District 5

SATURDAY
MARCH 26, 2016

FOR FURTHER INFORMATION OR TO VOLUNTEER

CECLEF Office Headquarters 1504 E. Commerce | SATX 78205  Ph: 210.226.3731

Cesar E. Chavez Service Center
Jaime P. Martinez, Chairman of the Board
210.842.9339 | iueorg@aol.com

March Event Coordinator
Gabriel Q. Velasquez, Vice President
210.823.6382 | icadvocates@gmail.com

Issued By Jaime P. Martinez, Chairman of the Board, Cesar E. Chavez Legacy and Educational Foundation

¡Si Se Puede!
VISIT OUR WEB SITE AT www.ceclef.org
CESAR E. CHAVEZ LEGACY & EDUCATIONAL FOUNDATION
THE 20TH ANNIVERSARY
OFFICIAL CALENDAR OF EVENTS 2016

FRIDAY - FEBRUARY 26, 2016
KICK OFF - THE "CECLEF 20TH ANNIVERSARY" PRESS CONFERENCE AT 10:45AM
STEPS OF CITY HALL ON FLORES STREET

WEDNESDAY - MARCH 16, 2016
PRESS CONFERENCE AT 4:30PM OUTSIDE CITY COUNCIL CHAMBERS

WEDNESDAY - MARCH 16, 2016
ATTEND PROCLAMATION WITH "CECLEF" AT COUNCIL CHAMBERS AT 5:00PM

SATURDAY - MARCH 19, 2016
CECLEF & COMMUNITY WREATH LAYING CEREMONY/"FOR THE LOVE OF CESAR
AT THE AVENIDA GUADALUPE
PROGRAM STARTS AT 11:30AM
(ADDRESS – 1314 GUADALUPE STREET SAN ANTONIO, TEXAS)

MONDAY - MARCH 21, 2016
INSTITUTE OF TEXAN CULTURES
CECLEF/MLK RECEPTION AND PROGRAM
20TH ANNIVERSARY CELEBRATION EXHIBIT HONORING
CESAR E. CHAVEZ, LA CAUSA & MLK FROM 6:00PM – 8PM
- REFRESHMENTS & FOOD AT EVENT-
(ADDRESS: 801 CESAR E. CHAVEZ BLVD, SAN ANTONIO, TEXAS)

THURSDAY - MARCH 24, 2016
THE 20TH ANNIVERSARY GALA/BANQUET FOR THE CECLEF SCHOLARSHIP PROGRAM AT
THE EL TROPICANO HOTEL
DOORS OPEN AT 6:PM
(ADDRESS: 110 LEXINGTON AVENUE, SAN ANTONIO, TEXAS 78205)

SATURDAY - MARCH 26, 2016
THE 20TH ANNIVERSARY CECLEF MARCH FOR JUSTICE
EARLY WORSHIP SERVICE AT 8:30AM
CORNER OF BRAZOS AND GAUDALUPE
THE MARCH WILL KICK OFF TO THE ALAMO AT 10AM

THURSDAY - MARCH 31, 2016
CECLEF PRESENTS: "CELEBRATION OF LIFE" - CESAR E. CHAVEZ BIRTHDAY CELEBRATION
HONORING HIS NAVY MILITARY SERVICE IN WORLD WAR 2
FORT SAM HOUSTON SERVICE BEGINS AT
FOR FURTHER INFORMATION CONTACT:
US ARMY RETIRED ARMY CAPTAIN TONY MANDUJANO 1(210)316-8948
***TO BE ANNOUNCED***

“MOVIE NIGHT AT THE GUADALUPE”
CECLEF PRESENTS THE LIFE STORY OF CESAR E. CHAVEZ
WITH
DEIGO LUNA’S CESAR CHAVEZ
STARRING MICHAEL PENA, AMERICA FERRERA, ROSARIO DAWSON & JOHN MALKOVICH
(FREE TO PUBLIC)
(GAUDALUPE THEATRE 723 S. BRAZOS & GUADALUPE STREET)

***TO BE ANNOUNCED***

CECLEF MASS AT THE SAN FERNANDO CATHEDRAL

FOR FURTHER INFORMATION CONTACT:
JAIME P. MARTINEZ – CHAIRMAN OF THE BOARD
PHONE NUMBER: 1(210) 842-9339
EMAIL: IUEORG@AOL.COM

ERNEST J. MARTINEZ - TREASURER & CHAIRPERSON FOR SCHOLARSHIPS
PHONE NUMBER: 1(210) 364-5506
EMAIL: EJMARTINEZ143@YAHOO.COM

ESMERALDO PRUNEDA JR.
PHONE NUMBER: 1(210)226-3731
EMAIL: ESMERADOPRUNEDA@YAHOO.COM

GABRIEL VALEQUEZ – MARCH EVENT CORDINATOR
PHONE NUMBER: 1(210) 823-6382
ICADVOCATES@GMAIL.COM

CHIEF APOSTLE ROSITA WILSON
GREATER FAITH INSTITUTIONAL CHURCH
PHONE NUMBER: 1(210) 326-7738
EMAIL: GREATERFAITHINSTITUTIONALCHURCH@YAHOO.COM

US ARMY RETIRED ARMY CAPTAIN TONY MANDUJANO
CECLEF VETERANS AFFAIRS
PHONE NUMBER: 1(210) 316-8948
EMAIL: TONY.MANDUJANO@EHSID.NET

CECERF

CESAR E. CHAVEZ LEGACY & EDUCATIONAL FOUNDATION
Required Third Party Reports
## 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)**
   - Prepared by: Terracon Consultants Inc.  
   - Date of Report: 2/21/2018
   - X Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - X 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.
   - X 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.
   - X Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - X 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.
   - MFDP Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - X Documentation of HUD Environmental Clearance is included behind this tab.
   - X Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - X Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
     - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - X A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: Terracon Consultants, Inc
     - Contact Person: Dawn McCurry
     - Contact Telephone: (210) 714-2095  
     - Email: Dawn.McCurry@terracon.com
<table>
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<th>Date of Report</th>
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<td>Primary Market Area Map</td>
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<td>Primary Market Area (PMA) map with definition of</td>
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<td>4.</td>
<td>Property Condition Assessment (PCA)</td>
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<td>5.</td>
<td>Appraisal</td>
<td>MBC Engineers, Inc.</td>
<td>2/15/2018</td>
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<td>6.</td>
<td>Site Design and Development Feasibility Report</td>
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Environmental Plan

Nacogdoches Lofts

A Phase I Environmental Site Assessment was conducted by Terracon Consultants, Inc. ("Terracon") on 2/21/18 and no Recognized Environmental Concerns or Chemicals of Concern were identified. As such, no additional investigation is warranted at this time.

During Terracon's review of the Waters of the United States and their site reconnaissance visit, a feature classified as Riverine (R), Intermittent (I), Streambed (SB) Seasonally Flooded (C) or (R4SBc) was identified on the site. Further details are provided within the Phase I ESA report. If impacts are anticipated to the feature that drains south, eventually flowing into Beitel Creek, Terracon recommends conducting a jurisdictional delineation for Waters of the US.

Due to the site's proximity to significant roads and local airports Terracon does recommend that a noise study be conducted. Funds have been budgeted as part of the environmental costs to conduct the necessary assessment. Any recommendations received from the report will be incorporated into the design and construction of the development.

Nacogdoches Lofts Ltd.

By: NRP Nacogdoches Lofts SLP LLC
    its Class B Special Limited Partner

J. David Heller, Manager
Geographies Selected:

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<td>Bexar County</td>
<td>San Antonio North CCD</td>
</tr>
<tr>
<td>48029121812</td>
<td>Texas</td>
<td>Bexar County</td>
<td>San Antonio Northeast CCD</td>
</tr>
<tr>
<td>48029121813</td>
<td>Texas</td>
<td>Bexar County</td>
<td>San Antonio North CCD</td>
</tr>
</tbody>
</table>
Deficiency Documents
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Exhibit A of the first amendment to the purchase contract is illegible.
2. Document that Jo-Bee Ranches, Inc. is applicable to be named as a seller in the first amendment while it is not named as a seller in the original contract.
3. Submit a Credit Limit Part II form for Restatement of Declaration of Trust dated as of July 9, 2012. Alternatively, change “yes” to “no” for this entity in column “b” of the Credit Limit Part I form.
4. Submit a Credit Limit Part II form for T. Richard Bailey, Jr. Alternatively, change “yes” to “no” for this person in column “b” of the Credit Limit Part I form.

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 Tuesday, August 7, 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)).*
August 2, 2018

Mr. Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: ben.sheppard@tdhca.state.tx.us, Serve-U ftp upload site

Re: Nacogdoches Lofts, San Antonio, Texas, Application #18052

Dear Mr. Ben Sheppard:

Please see the following responses and associated attachments regarding the deficiency for HTC application #18052 Nacogdoches Lofts, dated July 31, 2018. The attachment includes missing documentation and evidence where applicable, and is searchable using the attachment’s bookmarks.

1. Exhibit A of the first amendment to the purchase contract is illegible.

   Please see attached first amendment that is legible.

2. Document that Jo-Bee Ranches, Inc. is applicable to be named as a seller in the first amendment while it is not named as a seller in the original contract.

   All parties in the transaction were made aware of the desire to include Jo Bee Ranches in the transaction upon receipt of the title commitment which names Jo Bee Ranches as a vested party. Jo Bee Ranches is a subsidiary of Musselman Ranches, Inc. and the same individuals control both entities. Jamie B. Musselman (aka Jamie Boothe Musselman) is the president of both Jo Bee Ranches and Musselman Ranches, Inc. Ownership is vested in the same individual under different corporate names. The attorney for Mr. Musselman dictated the change in named parties in the first amendment in order to clarify the issue discovered with the issuance of title commitment.

3. Submit a Credit Limit Part II form for Restatement of Declaration of Trust dated as of July 9, 2012. Alternatively, change “yes” to “no” for this entity in column “b” of the Credit Limit Part I form.

   Please see attached email stating that this has been withdrawn and no response is needed.

4. Submit a Credit Limit Part II form for T. Richard Bailey, Jr. Alternatively, change “yes” to “no” for this person in column “b” of the Credit Limit Part I form.

   Please see attached email stating that this has been withdrawn and no response is needed.
Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
Hi Ben, we are working on this. Can you please let me know if this is what you are looking for on items 3 and 4 in your list? We submitted them the first go-round with Elizabeth.

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)).
Good afternoon Jason,

I put the wrong due date on this notice. The due date should be July 26th, 5 business days from the issue date. I was a week off with your date. It is actually due next Thursday, NOT the Thursday after.

Sorry for the mix-up. If you have any need for further clarification, get in touch.

Have a great day!
Elizabeth Henderson
item but the form indicates that only 1 point is desired. Please clarify.

6. Tab 37, Organizational Charts – The ownership of Nacogdoches Lofts E-Group LLC must be disclosed on the charts and on the List of Organizations. As they exercise no control, you don’t need the Applicant Eligibility Cert or the Previous Participation forms, but they must be disclosed on the charts. Review 10.204(13)(A) for instruction on the organizational charts.

7. Tab 38, List of Organizations – the ownership of Nacogdoches Lofts, SLP and Nacogdoches Lofts E-Group are not consistent with the org charts and/or are not complete. Correct the form.

8. Tab 45, Credit Limit 1 – The name of Victor Nivens is missing from Pt. 1.

9. Tab 45, Credit Limit 2 – The form for T. Richard Bailey and the Restatement Trust dated July 9, 2012 were missing. Provide the missing forms. The exercise of control does not determine whether this form must be provided.

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.

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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 August 1, 2018. Please respond to this email as confirmation of receipt.**

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Thanks! I think the POA is a good idea. We will talk it through.

Sarah Andre  
702 San Antonio Street  
Austin, TX 78701  
512 698 3369

Sent from my phone. Please excuse any typographical errors.

On Jul 27, 2018, at 9:15 AM, Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us> wrote:

Yes ma’am, the time on it is 4:07pm. You’re good.

You may want to have a discussion with NRP, or at least NRP needs to have a discussion about what they’re going to do about Richard Bailey and his presence in deals. If he’s to remain, he’s going to have to sign things. There is no option currently for him to be part of the structure yet exempt from signing documents. You don’t just get to opt out and your lawyer has to have power of attorney to sign for you, so a decision will have to be made for the benefit of future applications.

Have a great day!  
Elizabeth Henderson

Please see Tab 45 signed by Rick Bailey. Let me know that you received these please.

Sarah Andre  
Structure Development  
702 San Antonio Street  
Austin, TX 78701  
512/698-3369

---------- Forwarded message ----------
From: Noam Magence <nMagence@nrpgroup.com>  
Date: Thu, Jul 26, 2018 at 4:05 PM  
Subject: Fwd: see attached.

Please see Tab 45 signed by Rick Bailey. Let me know that you received these please.
Begin forwarded message:

From: Rick Bailey <oclyv22@gmail.com>
Date: July 26, 2018 at 5:03:27 PM EDT
To: Noam Magence <nMgence@nrpgroup.com>

Sent from my iPad
Rick Bailey
Ex-Principal(Retired)
The NRP Group LLC
216-536-2255 mobile
Please see Tab 45 signed by Rick Bailey. Let me know that you received these please.

Sarah Andre  
Structure Development  
702 San Antonio Street  
Austin, TX 78701  
512/698-3369

-------- Forwarded message --------
From: Noam Magence <nMagence@nrpgroup.com>  
Date: Thu, Jul 26, 2018 at 4:05 PM  
Subject: Fwd: see attached.  
To: "sarah@structuretexas.com" <sarah@structuretexas.com>, Anne Tyler <atyler@nrpgroup.com>

Begin forwarded message:

From: Rick Bailey <oclvy22@gmail.com>  
Date: July 26, 2018 at 5:03:27 PM EDT  
To: Noam Magence <nMagence@nrpgroup.com>

Sent from my iPad  
Rick Bailey  
Ex-Principal(Retired)  
The NRP Group LLC  
216-536-2255 mobile
Please see Tab 45 signed by Rick Bailey. Let me know that you received these please.

Sarah Andre  
Structure Development  
702 San Antonio Street  
Austin, TX 78701  
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To: "sarah@structuretexas.com" <sarah@structuretexas.com>, Anne Tyler <atyler@nrpgroup.com>

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Date: July 26, 2018 at 5:03:27 PM EDT  
To: Noam Magence <nMagence@nrpgroup.com>

Sent from my iPad  
Rick Bailey  
Ex-Principal(Retired)  
The NRP Group LLC  
216-536-2255 mobile
Elizabeth, we are tracking down Rick now.

Sarah Andre
Structure Development
702 San Antonio Street
Austin, TX 78701
512/698-3369

On Thu, Jul 26, 2018 at 1:59 PM, Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us> wrote:

Sarah,

Do we have a Power of Attorney on file for Noam to sign for Bailey and his organization? I don’t think one was sent with the app but do you have one? That’s about the only way I can take his signature in Bailey’s place and I’ll bet there is one somewhere.

EH

Good afternoon,

The response to your deficiency notice is attached. It will also be uploaded momentarily to the FTP site. Please acknowledge receipt.
Sarah Andre  
Structure Development  
702 San Antonio Street  
Austin, TX 78701  
512/698-3369

On Fri, Jul 20, 2018 at 12:12 PM, Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us> wrote:

Good afternoon Jason,

I put the wrong due date on this notice. The **due date should be July 26th**, 5 business days from the issue date. I was a week off with your date. It is actually due next Thursday, **NOT** the Thursday after.

Sorry for the mix-up. If you have any need for further clarification, get in touch.

Have a great day!

Elizabeth Henderson

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**From:** Elizabeth Henderson  
**Sent:** Thursday, July 19, 2018 8:59 AM  
**To:** Jason Arechiga; Debra Guerrero; Sarah Andre  
**Subject:** 18052 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.  
**Importance:** High

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. Tab 16, Certification of Notifications – Box 3 on the form was not marked and the Neighborhood Organizations form was blank. These two conditions are contradictory. Please review these forms and correct the incorrect one.

2. Tab 17, Direct Loan Funding Request – The amount applied for is over the limit for an application not in the CHDO set-aside and this set-aside was not marked. Please clarify.

3. Tab 22 & 23, Building Plans – The unit counts in the building plans is not consistent with the number of units listed on the Building/Unit Configuration form. This for appears to be consistent with the Rent Schedule, so if there is a change to it, update any other exhibits affected, including the Rent Schedule.

4. Tab 33 & 35, Match Commitment – I was unable to find the commitment letters for the match funding claimed in the application. Provide the letters.

5. Tab 36, Sponsor Characteristics – The elf Score shows 2 points requested for this point item but the form indicates that only 1 point is desired. Please clarify.

6. Tab 37, Organizational Charts – The ownership of Nacogdoches Lofts E-Group LLC must be disclosed on the charts and on the List of Organizations. As they exercise no control, you don’t need the Applicant Eligibility Cert or the Previous Participation forms, but they must be disclosed on the charts. Review 10.204(13)(A) for instruction on the organizational charts.

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Scoring Notice
RFAD
RFI
Board Action
Public Comment
Commitment/Determination Notice
MFDL Award
Carryover