2018 Multifamily Uniform Application

NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
2018 Multifamily Uniform Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Lavon Senior Villas

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.

AMTEX Lavon Fund, LP
Applicant Entity Name

By: ____________________________
Signature of Authorized Representative
Arjun Nagarkatti
Printed Name
President, AMTEX Multi-Housing, LLC
Title
26-Jan-18
Date

26th day of January, 2018

Sworn to and subscribed before me on the
by Arjun Nagarkatti
(Personalized Seal)

Notary Public Signature

Notary Public, State of California
County of Los Angeles
My Commission Expires:
April 21, 2021

1/24/2018 2:39 PM
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th day of January, 2018, by Arjun Nagarkatti.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHIRI D. WILHELM
Notary Public - California
Los Angeles County
Commission # 2199478
My Comm. Expires Apr. 2, 2021

(Seal) Signature
Required for Tax Exempt Bond Developments only

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

Development Name: 

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, all remaining Parts of the Application, including the ESA, the Market Study, Property Condition Assessment and Appraisal, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents /5 days in advance does not ensure that your Application will be placed on the meeting agenda as requested and changes to an Application [e.g. submission of new financing terms sheets] subsequent to submission may delay completion of Department staff’s review or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Process Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

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

<table>
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<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
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<tr>
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<td>November 3, 2017</td>
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<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
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<td>March 9, 2018</td>
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<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>July 26, 2018</td>
<td>May 11, 2018</td>
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1/26/2018 10:19 AM
An Inducement Resolution has been approved by the Bond issuer and a copy has been provided behind Tab 8.
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

The form for the certification will be posted to the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](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 29571) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §10.101(b)(5)(B) of the Uniform Multifamily Rules.

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

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

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

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

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

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

By: 

__________________________
Signature

Arjun Nagarkatti

Printed Name

President - AMTEX Multi-Housing LLC

Title

January 23, 2018

Date

THE STATE OF


COUNTRY OF

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

(Seal)

__________________________________
Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January 2018, by Argun Nagarkatti.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHERI D. WILHELM
Notary Public - California
Los Angeles County
Commission # 2169478
My Comm. Expires Apr 2, 2021

(Seal)  Signature


**Railroad Quiet Zone Documentation**

The Lavon Senior Villas Project Site is located within 500 feet of active railroad tracks, but is also located in a Railroad Neighborhood Quiet Zone. Per 10 TAC 10.101(a)(2)(E), the following is considered an Undesirable Site feature (emphasis added):

“(E) Development Sites located within 500 feet of active railroad tracks, measured from the closest rail to the boundary of the Development Site, **unless the Applicant provides evidence that the city/community has adopted a Railroad Quiet Zone** or the railroad in question is commuter or light rail;”

The City of Garland has adopted a Railroad Quiet Zone, as evidenced by the documentation herein. Therefore, the railroad tracks do not constitute an Undesirable Site feature.

The following evidence is included in this application:

- City of Garland GIS Map showing Project Site and Railroad Line;
- LandVision Map showing ownership by Kansas City Southern (KCS) railroad;
- Description of Garland Railroad Quiet Zone, established July 12, 2011;
- Photographs of 3 nearest crossings showing Quiet Zone signage; and
- Federal Railroad Administration "Quiet Zone FRAWEB Report" dated 10/16/17, showing Quiet Zone for KCS railroad in Garland, TX.
City of Garland GIS Map showing Project Site and Railroad Line
LandVision Map showing ownership by Kansas City Southern (KCS) railroad
Quiet Zone Established at Certain Garland Railroad Crossings

Beginning July 12, 2011, a railroad quiet zone will be established by the City of Garland along the Kansas City Southern Railroad mainline, in order to improve safety and minimize the impacts of train horn noise. The KCS mainline runs from south to north Garland along side South Garland Avenue and Lavon Drive as well as throught downtown Garland. Railroad quiet zones are federally approved groups of railroad crossings at which train horns are NOT routinely sounded.

Below are some important aspects of the City of Garland’s new quiet zone and railroad crossing safety:

1. The quiet zone includes 21 at-grade rail crossings along the KCS Railroad between Shiloh Road in the south and Murphy Road in the north.

2. The quiet zone will be in affect 24 hours a day, seven days a week.

3. Even with a quiet zone, the train engineer may always sound the horn in case of an emergency. This includes situations when a person or animal is on the track; when any maintenance work is being done; or other potential danger exists. Train engineers have been sounding horns at Garland crossings for years. It is going to take some time for them to form new habits. The sounding of horns should diminish as time goes by and eventually become a rare occurrence.

4. All crossings included in the quiet zone meet the Federal Railroad Administration’s (FRA) Final Rule on Quiet Zones. This requires all public crossings to have active vehicle gates, flashing lights, and bells to alert motorists of an approaching train. In addition to active warning devices at the crossing, all crossings also have advanced signing and pavement markings to identify the rail crossing. This includes an advanced warning sign with a NO TRAIN HORN legend.

5. Safety has been enhanced by adding medians or channelizing devices to crossings that did not already have them, except on one-way streets where the gates cover the entire roadway approach already. Pavement markings have been refurbished at all KCS crossings.
6. The quiet zone does not affect train horns on the DART and Dallas, Garland and Northeastern tracks which run in an east-west direction through Garland.

7. Driving around lowered gates is both illegal and dangerous. Although the vehicle gates may not protect sidewalks and trail, pedestrians and bicycles should also exercise caution when crossing railroad tracks. Always cross the tracks at a marked crossing location and never cross when the lights are flashing and the vehicle gates are down.

8. Trains do not follow set schedules; **always expect a train!**

9. Once the engineer applies the brakes, it can take over a mile for the train to stop.

10. Trains always appear to be moving slower than they actually are.

**When crossing railroad Tracks, always: LOOK, LISTEN, AND LIVE.**
Photographs of 3 nearest crossings showing Quiet Zone signage
• W Walnut Street & RR crossing
Federal Railroad Administration “Quiet Zone FRAWeb Report” dated 10/16/17, showing Quiet Zone for KCS railroad in Garland, TX
### Quiet Zone FRAWeb Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

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

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

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

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

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

Signature of Authorized Representative

Arjun Nagarkatti

Printed Name

President-AMTEX MULTI-HOUSING LLC

Title

January 23, 2018

Date

THE STATE OF __________________ §

§

COUNTY OF __________________ §

§

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

(Seal)

______________________________
Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2018, by Hyun Nagarkatti, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHERI D. WILHELM
Notary Public - California
Los Angeles County
Commission # 2169478
My Comm. Expires Apr 2, 2021

(Seal)  
Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Percival Vaz

Printed Name

Individual and Member—AHTEX Multi-Housing LLC

Title

January 23, 2018

Date

THE STATE OF _____________ §

§

COUNTY OF ________________ §

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

(Seal)

__________________________________________

Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2018 by Percival Viz.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature)
2018 Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

Percival Vaz

Printed Name

Individual and Member-AMTEX Development LLC

Title

January 23, 2018

Date

THE STATE OF ___________________ §

§

COUNTY OF ___________________ §

Before me, a notary public, on this day personally appeared __________________________, 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 __________, ___

(Seal)

________________________

Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Los Angeles**

Subscribed and sworn to (or affirmed) before me on this 23rd day of **January**, **2018**, by **Pedro Val**,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature)

(Seal)

[Notary Public]
By:  

Signature of Authorized Representative

Percival Vaz

Printed Name

Individual & Managing General Partner of Vaz Family Limited Partnership

Date

January 23, 2018

THE STATE OF _____________ §

§

COUNTY OF ________________ §

§

Before me, a notary public, on this day personally appeared _________________ 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 ___________ ___

(Seal)

Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2018, by Percival Vaz,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature)

Notary Public - California  
Los Angeles County  
Commission # 2189478  
My Comm. Expires Apr 2, 2021

(Signature)
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Alicia N. Vaz, of 3122 Greenfield Avenue, Los Angeles, CA 90034, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz. of 30141 Agoura Road. Suite 100. Agoura Hills. CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

(NOTICE. The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[ X ] (A) Real Estate Transactions
[   ] (B) Tangible personal property transactions
[   ] (C) Bond, share and commodity transactions
[   ] (D) Banking transactions
[ X ] (E) Business operating transactions
[   ] (F) Insurance transactions
[   ] (G) Gifts to charities and individuals other than attorney-in-fact
[   ] (H) Claims and litigation
[   ] (I) Personal relationships and affairs
[   ] (J) Benefits from military service
[   ] (K) Records, reports and statements
[   ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[ X ] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted or on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 5th day of June, 2014.

Signed in the presence of:

Witness

Principal

Witness

Witness

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  ) SS.

On June 5, 2014, before me, Scott R. Campbell, Notary Public, personally appeared Alicia V62, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Notary Public Seal]

Scott R. Campbell
Commission # 1924546
Notary Public - California
Los Angeles County
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Sabrina Vaz, of 22109 Burbank Blvd. Unit #5, Woodland Hills, CA 91367, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz, of 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[ X ] (A) Real Estate Transactions
[ ] (B) Tangible personal property transactions
[ ] (C) Bond, share and commodity transactions
[ ] (D) Banking transactions
[ X ] (E) Business operating transactions
[ ] (F) Insurance transactions
[ ] (G) Gifts to charities and individuals other than attorney-in-fact
[ ] (H) Claims and litigation
[ ] (I) Personal relationships and affairs
[ ] (J) Benefits from military service
[ ] (K) Records, reports and statements
[ ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[ X ] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 2 day of June, 2014.

Signed in the presence of:

Sabrina Vaz
Witness

Sabrina Vaz
Principal

Witness

Attorney-in-Fact

STATE OF CALIFORNIA )
 ) SS.
COUNTY OF LOS ANGELES )

On June 2, 2014, before me, Heather Allen, Notary Public, personally appeared Sabrina Vaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[SEAL]

HEATHER ALLEN
Commission # 2024052
Notary Public - California
Los Angeles County
My Comm. Expires May 11, 2017
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Nicole Vaz of 6035 Caledonia Court, Oak Park, CA 91377, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz of 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[X ] (A) Real Estate Transactions
[X ] (B) Tangible personal property transactions
[X ] (C) Bond, share and commodity transactions
[X ] (D) Banking transactions
[X ] (E) Business operating transactions
[X ] (F) Insurance transactions
[X ] (G) Gifts to charities and individuals other than attorney-in-fact
[X ] (H) Claims and litigation
[X ] (I) Personal relationships and affairs
[X ] (J) Benefits from military service
[X ] (K) Records, reports and statements
[X ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[X ] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A Duly EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND FOR MYSELF AND FOR MY HEIRS, EXECUTORS, legatees, REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 30th day of May, 2014.

Signed in the presence of:

Witness

Witness

Principal

Attorney-in-Fact

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 3, 2014, before me, Sheri D. Wilhelm, Notary Public, personally appeared Percival Vaz and Nicole Vaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Vanessa Vaz, of 5638 Greyfeather Court, Westlake Village, CA 91362, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz, of 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[X] (A) Real Estate Transactions
[X] (B) Tangible personal property transactions
[] (C) Bond, share and commodity transactions
[] (D) Banking transactions
[X] (E) Business operating transactions
[] (F) Insurance transactions
[] (G) Gifts to charities and individuals other than attorney-in-fact
[] (H) Claims and litigation
[] (I) Personal relationships and affairs
[] (J) Benefits from military service
[] (K) Records, reports and statements
[] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[X] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULLY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR
MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY
AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY
AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD
PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 14 day of May, 2014.

Signed in the presence of:

Witness

Witness

Principal

Attorney-in-Fact

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  ) SS.

On June 14, 2014, before me, Scott Bettencourt, Notary Public, personally appeared Vanessa Val, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[SEAL]
By: [Signature]

Signature of Authorized Representative

Alicia Vaz, Sabrina Vaz, Nicole Vaz-Huerla & Vanessa Vaz

Printed Name

Limited Partners - Vaz family Limited Partnership

Title

January 23, 2018

Date

THE STATE OF __________ §

§

COUNTY OF __________ §

Before me, a notary public, on this day personally appeared _______________________________, 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 __________, ___

(Seal)

Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2018, by "Porcival Vaz"

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature)

(Seal)
By: [Signature]

Signature of Authorized Representative

Percival Vaz

Printed Name

CEO, AMCAL Enterprises, Inc.

Title

January 23, 2013

Date

THE STATE OF [State]

§

$[State]

$ COUNTY OF [County]

§

Before me, a notary public, on this day personally appeared [Signature], 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 ____________ ___

(Seal)

__________________________

Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January 20, 18 by Percival Vaz.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature)
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Percival Vaz

Printed Name

Trustee, Vaz family Revocable Trust

Title

January 23, 2018

Date

THE STATE OF §

§

COUNTY OF §

§

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

(Seal)

__________________________

Notary Public Signature
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2018, by Percival Va3,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)  Signature

SHERI D.WILHELM
Notary Public - California
Los Angeles County
Commission #219478
My Comm. Expires Apr 2, 2021
By: Patrick Pathirana
Signature of Authorized Representative

Patrick Pathirana
Printed Name

TRUSTEE
Title
01-23-2018
Date

THE STATE OF California
COUNTY OF San Diego

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

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

(Seal)

O. P. Mayo III
COMM # 2071255
Notary Public

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________

Sami Kahn

Signature of Authorized Representative

Printed Name

Vice President, Blue Mountain Developments

Title

January 22, 2018

Date

THE STATE OF ________________

$ Texas

COUNTY OF ________________

$ Dallas

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

Sami Kahn, 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 25 day of ____________

January 2018

(Seal)

Notary Public Signature

ID #177418

My Commission Expires

May 22, 2021
2018 Applicant Eligibility Certification

By: 

[Signature]

Authorized Representative

[Printed Name]

Title

[Title]

[Date]

[Date]

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared [Name], 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 [Date] day of [Date]

[Seal]

[Notary Public Signature]
Multifamily Direct Loan Certification

n/a  Multifamily Direct Loan Certification  is included behind this tab.

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

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

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

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Yarden</td>
<td>(818) 706-0694</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:dyarden@amtexhousing.com">dyarden@amtexhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30141 Agoura Road, Suite 100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td>Agoura Hills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>CA</td>
<td></td>
<td>91301</td>
</tr>
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### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>Lisa Davis</td>
<td>(818) 706-0694</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:lavis@amcalhousing.com">lavis@amcalhousing.com</a></td>
<td></td>
<td></td>
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</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th>Email</th>
<th>Mobile</th>
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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>30141 Agoura Road, Suite 100</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>Agoura Hills</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>CA</td>
</tr>
<tr>
<td>State</td>
</tr>
</tbody>
</table>
### Competitive Housing Tax Credit Selection Self-Score

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

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(u)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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<td><strong>High Quality Housing Total</strong></td>
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#### Criteria to Serve and Support Texans Most In Need

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

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

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<td>Financial Feasibility</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
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<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
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<td>43</td>
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<tr>
<td>Point Deductions</td>
<td>§11.9(f)</td>
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<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>118</td>
</tr>
</tbody>
</table>
If revised form submitted, date of submission: ________________

**Site Information Form Part I**

1. **Development Address (All Programs)**
   
   902 Lavon Dr.  
   Address: 902 Lavon Dr.  
   Region: 3  
   Zip: 75040  
   Dallas  
   County: Dallas  
   Urban: Yes  
   City: Garand

2. **Census Tract Information (All Programs)**
   
   48113018105  
   Median Household Income: 39128.00  
   Quartile: 3d  
   Poverty Rate: 22.7  
   Census Tract Number: 48113018105  
   QCT?: Yes  
   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 OK 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% ITC 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? No  
   Zoning Designation: CR & PD95-20 change to MF  
   Entire Development Site is outside the 100 year floodplain. Yes

5. **School Rating (§2306.6710(a)); [§10.101(a)(3)(B)(iv)] (All Programs)**
   
   Grades  
   Met Standard Rating?
   X through X  2015  2016  2017
   
   Shorehaven EL  EE  through  5  Yes  Yes  Yes
   Sellers MS  6  through  8  Yes  Yes  Yes
   Garland HS  9  through  12  Yes  Yes  Yes

   [x] School district has no attendance zones and the closest schools are listed.
   
   [x] 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.
Site Information Form Part I

1. Development Address (All Programs)

902 Lavon Drive; 138 Castle Drive; and 1014 Lavon Drive

Garland

Address

Dallas

3

75040

Urban

City

Region

Zip

County

Rural/Urban

2. Census Tract Information (All Programs)

48113018105

Yes

Median Household Income:

39128.00

Quartile:

4q

Poverty Rate:

22.7

Census Tract Number

QCT?

No

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

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

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

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

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

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

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

Development Site is appropriately zoned?

NO

Zoning Designation:

CR & PD95-20 change to MF

Flood Zone Designation:

X

Entire Development Site is outside the 100 year floodplain.

Yes


Residents 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>Shorehaven EL</td>
<td>EE through X</td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
<tr>
<td>Sellers MS</td>
<td>6 through X</td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
<tr>
<td>Garland HS</td>
<td>9 through X</td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
</tbody>
</table>

X School district has no attendance zones and the closest schools are listed.

The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

If revised form submitted, date of submission: 5/3/2018
Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified [link]
- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school, and
  - UNLV if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
Street Map with Site Drawn and Identified
Applicant Responses to Deficiency Notice
TDHCA #18091 – Lavon Senior Villas

1. “Site Information Part I: Confirm that the complete address for the Development is stated as the ESA and site control includes several tracts and addresses.”

   **AMTEX Response:** The 11.3 acre parcel includes three contiguous tracts and addresses:
   - 902 Lavon Drive
   - 138 Castle Drive
   - 1014 Lavon Drive

The list of addresses and site map can be found on page 14 of 16 of the Purchase and Sale Agreement included in the Application Tab 11 - Site Information Part III. See
Census Tract Map with Development Site Identified


Select Year
- 2018
- 2017
This placement is approximate. Please click here for the correct tract number.

The address '902 Lavon Drive, Garland, Texas' falls under Tract #48113018105. This tract is for 2013 or 2014.

Project Site: 902 Lavon Drive, Garland, TX
CT# 48113018105

2018 9% TDHCA Application # 18091
Lavon Senior Villas
902 Lavon Drive, Garland, TX
CI#48113018105
**Evidence of Zoning and/or Evidence of Re-Zoning Process**

Letter from the City of Garland confirming receipt of re-zoning application and hold harmless letter
January 24, 2018

Ms. Marni Holloway, Director
Multifamily Finance Division
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Mr. Gary Lacey
AMTEX
30141 Agoura Road, Suite 100
Agoura Hills, CA 91320

Re: 902 Lavon Drive / 1014 Lavon Drive

Ms. Holloway and Mr. Lacey:

This letter is verification (acknowledgement) that Harvest Church of God (property owner) represented by BGE, Inc. have filed zoning applications and are in the process of obtaining zoning changes that allow senior housing for the sites at approximately 902 Lavon Drive / 1014 Lavon Drive. The City has received a release from AMTEX Multi-Housing, LLC and its affiliates agreeing to hold Garland and all parties harmless.

Please contact the Planning Department at 972-205-2445 should you need additional information.

Sincerely,

Kira Wauwie, AICP
Principal Planner
City of Garland

[Signature]

REA: GS Applicant claims this was approved on May 1, 2018
Evidence of Flood Zone Designation
**School Attendance Zone Map with Development labeled**

The school district, Garland ISD, has no attendance zones, and the closest schools are listed and mapped below:

- Garland ISD webpage confirming no attendance zones;
- Map of closest Elementary School – Shorehaven Elementary School;
- Map of closest Middle School – Sellers Middle School; and
2018 Choice of School dates

Families can make school selections during the annual Choice of School periods. New students are also encouraged to enroll at this time.

**Students entering grades 1-12**
Jan. 30 through Feb. 28

**Students entering prekindergarten and kindergarten**
March 22 through April 20
Garland ISD is the only option for true choice when it comes to schools. Families can attend any campus in the district, whether it's down the street or across town.

In most districts, attendance zones determine where students will attend school. Our "Choice of School" program, allows parents to select the campus they want their children to attend for the next school year.

Want the Montessori experience without the private school price? Want to study dance or gymnastics, automotive repair or woodworking? Find your fit based on individual interests, learning styles, friends, neighborhoods, etc.

Our program provides a unique opportunity to customize your student's educational experience. Learn more about the advantages parents and students receive from our Choice of School program in this video (https://www.youtube.com/watch?v=7Lm2Eb98VX0).

How do I take advantage of the Choice of School program?

There are two 30-day Choice of School periods each spring for families to make their selections.

When are the annual choice of school periods?

For students entering grades 1-12 in the fall, the choice period begins Jan. 30 and ends Feb. 28.

For students entering prekindergarten or kindergarten in the fall, the choice period begins March 22 and ends April 20.

How do I submit my choice?

Parents are given the opportunity to choose up to three campuses.

Current students

For current GISD students, parents may complete a Choice of School form online through Skyward Family Access (https://skyward-gprod.iscorp.com/scripts/wsisa.dll/WService=wsedugarlandtx/seplog01.w) or may return a paper form to their current campus. You must return/submit the Choice of School form on or before the 30-day deadline.

New to GISD

Students who are new to GISD will complete the Choice of School form as part of the enrollment process.

How will my school assignment be determined?
We will do our best to honor your first choice and also place siblings at the same campus. More than 96 percent of families receive their first choice.

Although our goal is to grant everyone’s choice, other factors play a role in the final assignment such as:

- how close a student lives to their choice
- building capacity
- teacher-to-student ratios
- court-ordered ethnicity ratio requirements
- number of students with the right to remain at their campus

Do I have to participate during Choice of School periods?

Only students who wish to change their campus, are new to GISD or entering kindergarten, sixth and ninth grades must make selections. Current students have the right to remain at their campuses.

What if I like my current campus?

That’s great! You do not need to submit a Choice of School form.

How about special programs?

Students who are invited to and accept a seat in a special program (magnet, special education, etc.) are not required to participate in the Choice of School process.

What about transportation?

Students who live more than 2 miles from a campus may be eligible for district transportation.

Transportation maps are available:

- online (/node/199)
- at each campus
- at the Harris Hill Administration Building (/node/4541)
- at the Manuel & Maria Valle Student Services Center (/node/4579)
Find your fit

GISD high schools offer career training, college credit, multiple languages and more.

View details (/sites/default/files/gisdfiles/schoolbasics/2017-find-your-fit.pdf)
Garland ISD's Choice of School program provides the opportunity for students to attend any campus in the district, but admission to a campus is not guaranteed. Acceptance to a campus is determined by several factors, including the number of open seats. Magnet programs also require an application.

Transportation eligibility for a particular school is dependent on several factors, including the designated eligibility area for that campus and magnet program acceptance. See the Bus Eligibility tab for more information.

For questions about school availability, call Student Services at 972-494-8255. Contact Transportation at 972-494-8530 for questions about bus eligibility.

<table>
<thead>
<tr>
<th>School</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELLERS MIDDLE SCHOOL</td>
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</tbody>
</table>

Information is being provided as a public service. Garland Independent School District is not responsible for the correctness of the data.
Garland ISD's Choice of School program provides the opportunity for students to attend any campus in the district, but admission to a campus is not guaranteed. Acceptance to a campus is determined by several factors, including the number of open seats. Magnet programs also require an application.

Transportation eligibility for a particular school is dependent on several factors, including the designated eligibility area for that campus and magnet program acceptance. See the Bus Eligibility tab for more information.

For questions about school availability, call Student Services at 972-494-8255. Contact Transportation at 972-494-8530 for questions about bus eligibility.

<table>
<thead>
<tr>
<th>School</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>GARLAND HIGH SCHOOL</td>
<td>1.71</td>
</tr>
</tbody>
</table>
2017 TEA Accountability Information for each school
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

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
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<td>3,637</td>
<td>70</td>
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<tr>
<td>2 - Student Progress</td>
<td>363</td>
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<td>26</td>
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<td>3 - Closing Performance Gaps</td>
<td>1,005</td>
<td>2,400</td>
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<td>4 - Postsecondary Readiness</td>
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<td>STAAR Score</td>
<td>16.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>22.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>22.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>19.4</td>
<td></td>
<td>82</td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in ELA/Reading
  DISTINCTION EARNED
- Academic Achievement in Mathematics
  DISTINCTION EARNED
- Academic Achievement in Science
  DISTINCTION EARNED
- Academic Achievement in Social Studies
  DISTINCTION EARNED
- Top 25 Percent Student Progress
  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: 2,363 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 62.6
- Percent English Language Learners: 10.8
- Mobility Rate: 10.4
- Percent Served by Special Education: 8.4
- Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 23 out of 32 = 72%
- Participation Rates: 16 out of 16 = 100%
- Graduation Rates: 6 out of 8 = 75%
- Total: 45 out of 56 = 80%

For further information about this report, please see the Performance Reporting website at https://ptsrv1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting

Page 1

August 15, 2017
TXED 2016 Accountability Summary
GARLAND H S (057909002) - GARLAND ISD

Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

Performance Index Report

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 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>2,545</td>
<td>3,701</td>
<td>69</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>312</td>
<td>1,400</td>
<td>22</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>935</td>
<td>2,100</td>
<td>39</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>18 out of 32 = 56%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>11 out of 16 = 69%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>6 out of 8 = 75%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>35 out of 56 = 63%</td>
<td></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsr1.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>
</tr>
</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**

- **Index 1**: Student Achievement (Target Score=60)
  - Points Earned: 77
- **Index 2**: Student Progress (Target Score=15)
  - Points Earned: 25
- **Index 3**: Closing Performance Gaps (Target Score=31)
  - Points Earned: 44
- **Index 4**: Postsecondary Readiness (Target Score=37)
  - Points Earned: 82

**Campus Demographics**

- **Campus Type**: High School
- **Campus Size**: 2,620 Students
- **Grade Span**: 09 - 12
- **Percent Economically Disadvantaged**: 54.8
- **Percent English Language Learners**: 5.9
- **Mobility Rate**: 9.4

**State System Safeguards**

- **Number and Percent of Indicators Met**
  - Performance Rates: 25 out of 29 = 86%
  - Participation Rates: 14 out of 16 = 88%
  - Graduation Rates: 7 out of 7 = 100%
  - **Total**: 46 out of 52 = 88%

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 indices: Index 1 or Index 3 and Index 1 and Index 4.

---

**Performance Index Report**

![Performance Index Chart]

**Index 1**
- Student Achievement
  - Target Score: 60
  - Score: 65

**Index 2**
- Student Progress
  - Target Score: 30
  - Score: 36

**Index 3**
- Closing Performance Gaps
  - Target Score: 26
  - Score: 33

**Index 4**
- Postsecondary Readiness
  - Target Score: 11
  - Score: 27

---

**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>1,493</td>
<td>2,297</td>
<td>65</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>499</td>
<td>1,400</td>
<td>36</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>995</td>
<td>3,000</td>
<td>33</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>26.8</td>
<td>N/A</td>
<td>27</td>
</tr>
</tbody>
</table>

**System Safeguards**

**Number and Percentage of Indicators Met**

- Performance Rates: 17 out of 30 = 57%
- Participation Rates: 16 out of 16 = 100%
- Graduation Rates: N/A

**Total**: 33 out of 46 = 72%

For further information about this report, please see the Performance Reporting website at [https://ptsrv1.tea.texas.gov/perfreport/account/2017/index.html](https://ptsrv1.tea.texas.gov/perfreport/account/2017/index.html)

TEA | Academics | Performance Reporting
---|---|---
Page 1 | August 15, 2017
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 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

![Graph showing performance index scores](image)

- **Index 1**: Student Achievement (Target Score=60) - 64 points
- **Index 2**: Student Progress (Target Score=30) - 38 points
- **Index 3**: Closing Performance Gaps (Target Score=16) - 34 points
- **Index 4**: Postsecondary Readiness (Target Score=11) - 26 points

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>1,456</td>
<td>2,277</td>
<td>64</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>603</td>
<td>1,600</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,011</td>
<td>3,000</td>
<td>34</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>25.5</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>

Campus Demographics

- **Campus Type**: Middle School
- **Campus Size**: 812 Students
- **Grade Span**: 06 - 08
- **Percent Economically Disadvantaged**: 85.8
- **Percent English Language Learners**: 32.1
- **Mobility Rate**: 20.2

System Safeguards

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>16 out of 32 = 50%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>16 out of 16 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>32 out of 48 = 67%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at [https://rptsr1.texas.gov/perreport/account/2016/index.html](https://rptsr1.texas.gov/perreport/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></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 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.

**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
  - NO DISTINCTION EARNED
- Postsecondary Readiness
  - NO DISTINCTION EARNED

**Performance Index Report**

- **Index 1** (Student Achievement: Target Score=60)
  - Points Earned: 62
- **Index 2** (Student Progress: Target Score=28)
  - Points Earned: 37
- **Index 3** (Closing Performance Gaps: Target Score=27)
  - Points Earned: 37
- **Index 4** (Postsecondary Readiness: Target Score=13)
  - Points Earned: 23

**Campus Demographics**

- **Campus Type**: Middle School
- **Campus Size**: 825 Students
- **Grade Span**: 06 - 08
- **Percent Economically Disadvantaged**: 83.3
- **Percent English Language Learners**: 28.1
- **Mobility Rate**: 17.3

**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>1,010</td>
<td>1,620</td>
<td>62</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>588</td>
<td>1,600</td>
<td>37</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>739</td>
<td>2,000</td>
<td>37</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>22.8</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**State System Safeguards**

- **Number and Percent of Indicators Met**
  - Performance Rates: 11 out of 26 = 42%
  - Participation Rates: 11 out of 11 = 100%
  - Graduation Rates: N/A
  - Total: 22 out of 37 = 59%

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
Texas Education Agency
2017 Accountability Summary
Shorehaven El (057909120) - Garland Isd

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1: Student Achievement (Target Score=60)
Points Earned: 65

Index 2: Student Progress (Target Score=32)
Points Earned: 40

Index 3: Closing Performance Gaps (Target Score=28)
Points Earned: 28

Index 4: Postsecondary Readiness (Target Score=11)
Points Earned: 36

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>393</td>
<td>603</td>
<td>65</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>317</td>
<td>800</td>
<td>40</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>289</td>
<td>800</td>
<td>36</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>28.0</td>
<td>N/A</td>
<td>28</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 11 out of 16 = 69%
- Participation Rates: 8 out of 8 = 100%
- Graduation Rates: N/A

Total: 19 out of 24 = 79%

For further information about this report, please see the Performance Reporting website at https://ptsrv1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting
Page 1

August 15, 2017
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>398</td>
<td>577</td>
<td>69</td>
</tr>
<tr>
<td>2</td>
<td>478</td>
<td>1,000</td>
<td>48</td>
</tr>
<tr>
<td>3</td>
<td>427</td>
<td>1,200</td>
<td>36</td>
</tr>
<tr>
<td>4</td>
<td>20.0</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsr1.tea.texas.gov/perreport/account/2016/index.html

TEA Division of Performance Reporting
Page 1
September 2016
TEXAS EDUCATION AGENCY
2015 Accountability Summary
SHOREHAVEN EL (057909120) - GARLAND ISD

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

<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>237</td>
<td>320</td>
<td>74</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>341</td>
<td>600</td>
<td>57</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>237</td>
<td>600</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>23.5</td>
<td>N/A</td>
<td>24</td>
</tr>
</tbody>
</table>

State System Safeguards

Number and Percent of Indicators Met
- Performance Rates: 11 out of 12 = 92%
- Participation Rates: 4 out of 4 = 100%
- Graduation Rates: N/A
- Total: 15 out of 16 = 94%

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

TEA Division of Performance Reporting
Page 1
August 7, 2015
1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

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

AND

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

OR

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

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

<table>
<thead>
<tr>
<th>Development is Urban</th>
<th>Development Site is within the required radius of amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Development is Rural</th>
<th>Development Site is within the required distance of amenities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[ ] 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: 0

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
The application is selected Concerted Revitalization Plan (CRP) points in lieu of Opportunity Index points.
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;
- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

Contiguous Census Tract #

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

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

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

Application is seeking points for Proximity to the Urban Core. Total Points Claimed: 5

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

- Region: **Urban**
- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):
  - full service grocery store (1 mile)
  - indoor recreation facility available to public (1 mile)
  - pharmacy (1 mile)
  - public library (1 mile)
- A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
- No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

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

Development has been leased at 65% 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 Deliver Date.

<table>
<thead>
<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
<th>Total Points Claimed:</th>
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<tbody>
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</table>

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

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

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
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<tbody>
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6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Application meets all of the following requirements:</th>
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</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will close all financing on or before October 31, 2018.</td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.</td>
</tr>
<tr>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
</tr>
<tr>
<td>Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.</td>
</tr>
</tbody>
</table>

<table>
<thead>
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</thead>
<tbody>
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</table>
Supporting Documentation for the Site Information Form Part II

n/a Opportunity Index (Competitive HTC and Direct Loan Only)

n/a Map with Development Site boundaries indicated, relative to census tract boundaries

n/a Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts

n/a Map(s) of Community Assets with Development, radius, and each asset labeled

n/a Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements.

n/a For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity

n/a Print-out from DFPS website confirming daycare licensed to serve relevant age groups
(http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/opFacilitySearchDayCare.asp)

n/a 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
(https://www.neighborhoodscout.com)

n/a Print-out from THECB website confirming accreditation of university or community college
http://www.tbxhigherereddata.org/Interactive/Institutions.cfm

n/a Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable

n/a Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of cost or membership fees, age restrictions, as applicable

Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

x Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

n/a For Colonia:

n/a Evidence from Attorney General of Colonia boundaries; and
https://www.texasattorneygeneral.gov/cpd/colonias

n/a Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and

n/a Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

n/a For Economically Distressed Areas:

n/a A letter or correspondence from Texas Water Development Board indicating the boundaries of the ED; and

n/a Map showing development site boundaries, relative to EDA boundaries.

x For other items:

Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold. The Site Demographic Characteristics Report is posted on the Department’s website at
http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

x Map with Development Site boundaries indicated, relative to census tract boundaries

x Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable

n/a Map with all contiguous census tracts, if applicable

x Proximity to Urban Core (Competitive HTC Only)

x Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

Urban:
- Copy of the plan, or link to electronic copy. Plan must document that 11.9(4)(7)(A)(II)(I-V) are met.
- Map of target area(s) with location of Development Site clearly identified.
- Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- Resolution identifying Development as contributing more than any other to revitalization effort.
- Letter from appropriate local official providing documentation of measurable improvements.
- Evidence of committed funding
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

Rural:
- 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.tdhoa.texas.gov/multifamily/apply_for_funds.htm
- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov't Code §418.014 at the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

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

Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence these 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
Evidence of Underserved

Map Showing No LIHTC Properties in Property Site Census Tract (3 Points)
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2016 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Pledget notice published September 11, 2017.

**Projects a Site:**
902 Lavon Drive, Garland
CT#481130181.05

LIHTC Property Sites in Area:
City Square Apt Homes
705 W Ave B
Garland, TX
CT#481130188.02
Evidence of Underserved

Map with Development Site boundaries indicated, relative to Census Tract boundaries

902 Lavon Drive, Garland, Texas

QCT Options
- Current Zoom Level
- Show Tracts Outline (Zoom 11+)
- Show LIHTC Projects (Zoom 11+)
- Color Qualified Tracts (Zoom 7+)

This placement is approximate. Please click here for the correct tract number.

The address "902 Lavon Drive, Garland, Texas" falls under Tract "48113018105". This tract is for 2013 or 2014

Project Site: 902 Lavon Drive, Garland, TX
CT# 48113018105

2018 9% TDHCA Application # 18091
Lavon Senior Villas
902 Lavon Drive, Garland, TX
CT#48113018105
Evidence of Underserved

Map with census tract boundaries indicated, relative to boundaries of incorporated area
Proximity to Urban Core

Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
The City Council holds regular meetings on the first and third Tuesdays of each month at 7:00 p.m. at Garland City Hall.

The City Council also holds Work Sessions on the Monday immediately preceding the regular Council meeting at 6:00 p.m.

The City Council has also organized committees to focus on specific issues. Committee meetings are open to the public. See a list of committees and their meeting times.

Click on the links below to find the most recent Council meeting agendas, work session agendas, and approved minutes of past meetings.

Garland City Council meetings are now available online at the website garlandtx.gov/city-council.
Concerted Revitalization Plan

Copy of the Plan, or link to electronic copy

The Lavon Senior Villas site is located within the Downtown Garland Tax Increment Reinvestment Zone Number One. The Project Plan and Financing Plan is attached. In addition, the following additional links are provided below.

Link to City Website Overview of TIRZ Districts: www.garlandtexas.org/select-garland/incentives/tax-zone-districts.html

Link to City Website Map of Downtown TIRZ: http://www.garlandtexas.org/media/EasternDowntownTIF.jpg

Applicant Responses to Deficiency Notice
TDHCA #18091 – Lavon Senior Villas

1. “Site Information Part I: Confirm that the complete address for the Development is stated as the ESA and site control includes several tracts and addresses.”

**AMTEX Response:** The 11.3 acre parcel includes three contiguous tracts and addresses:

- 902 Lavon Drive
- 138 Castle Drive
- 1014 Lavon Drive

The list of addresses and site map can be found on page 14 of 16 of the Purchase and Sale Agreement included in the Application Tab 11 - Site Information Part III. See attached Tab 11, which is revised to include all 3 addresses.

2. “Concerted Revitalization Plan: Without providing additional documentation, clarify the parts of the submitted plan that fulfill the requirements of §11.9(d)(7) as they are not denoted. Please identify the page(s) within the plan that best fulfill the requirements listed below.

- Documentation that the target area was once vital but lapsed into a situation requiring concerted revitalization.”

**AMTEX Response:** Please see two separate sections of the submitted materials that fulfill the requirements of §11.9(d)(7). From Ordinance 5785, attached and reproduced here, with emphasis added:

```
d) That the reinvestment zone as defined in Exhibit A meets the criteria for the creation of a reinvestment zone as set forth in Section 311.005 of the Act in that:

(1) It is a contiguous geographic area located wholly within the corporate limits of the City; and

(2) The area impairs the sound growth of the municipality, retards the provision of housing accommodations, constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and because of the presence of the deterioration of site or other improvements.
```

Similar language is also included in page 4 of the Downtown TIRZ Project Plan and Financing Plan:
As shown in the highlighted sections of the Ordinance and the Project Plan, the City Council found that the conditions of the target area had deteriorated.

“Deteriorate” means:

“To become worse.” Cambridge Dictionary, Cambridge University Press, 2018

“To become impaired in quality, functioning, or condition.” Merriam-Webster Dictionary, 2018

“To make or become worse; lower in quality or value; depreciate.” Collins English Dictionary, 2018.

The Council’s findings of deterioration evidence that the target area, and improvements within, were once of higher quality, value, condition, and function, but have since lapsed into decay, requiring the concerted revitalization efforts which is the raison d’être of the TIRZ and which the TIRZ is designed to implement.

Similarly, in the letter submitted from Mona Woodard, the local Garland official, Ms. Woodard notes the various efforts of revitalization which include, among other things, “renovation to the existing City Hall.” This substantial renovation work to City Hall is documented in the Project Plan at pages 9 through 12 and carries an estimated cost of almost $5 million (see Project Plan, page 12). Ms. Woodard concludes that “[t]he proposal by AMTEX is consistent with all of the City of Garland’s efforts to revitalize the area as outlines [sic] in the previously-mentioned plan.” (Emphasis supplied). Ms. Woodard’s statements reiterate the history of deterioration of the area, including City Hall, and the need to restore the vitality that once existed.

Accordingly, the application provides sufficient documentation that the target area fulfills the requirements of Section 11.9(d)(7).
Contents

Section 1: Tax Increment Financing Defined 1
Section 2: Zone Description 3
Section 3: Revenue from Tax Increment Financing 7
Section 4: Fund Expenditures 9
Section 5: Additional Tax for Garland 10

Exhibits

Exhibit A: Real Property Tax Flow with Tax Increment Financing 1
Exhibit B: TIF Reinvestment Zone #1 Boundary Map 3
Exhibit C: Existing Land Use - Downtown Part of TIF Zone 5
Exhibit D: Existing Land Use - Forest/Jupiter Part of TIF Zone 6
Exhibit E: Proposed Uses of Land in the TIF Zone 8

Schedules

Schedule 1: Forecast of TIF Zone Taxable Values, Tax Increments and Cash Flow to the TIF Fund 11
Schedule 2: TIF Project Costs and Nonproject Costs After September 30, 2013 12
Schedule 3: Estimated TIF Fund Obligations to Reimburse Real Property Tax for Oaks Fifth Street Crossing 13
Schedule 4: TIF Fund Prospective Disbursement Schedule After September 30, 2014 14

Disclaimer

Neither this document nor its conclusion may be referred to or included in any product or part of any offering made in connection with private syndication of equity, sales of bonds, sales of securities or sale of participation interests to the public without express written consent of Stein Planning, LLC.
Section 1:
Tax Increment Financing Defined

Tax increment financing (TIF) is a tool local governments of Texas have used since 1986 to finance public improvements within defined areas that have unique challenges and opportunities for economic development. The improvements strengthen existing communities and attract investment. Statutes governing tax increment financing reinvestment zones are codified in Chapter 311 of the Texas Tax Code.

A municipality makes an area eligible for tax increment financing by designating a reinvestment zone ("Zone"). The additional tax dollars generated by growth of real property value in the Zone are called the "tax increment." All or a designated part of these tax increment dollars flow to a tax increment fund ("Fund") for a specified term of years. Money flowing to the Fund may be disbursed according to a plan approved by the City Council after a TIF Board has made a recommendation concerning the plan, as prescribed by Chapter 311. The Fund may be used for public improvements within the Zone and other purposes authorized by Chapter 311, including grants and loans for activities that benefit the Zone and stimulate business and commercial activity in the Zone. This assumes that Dallas County consents by Commissioners Court Order to the revisions of the project plan and financing plan. Until and unless Dallas County agrees to plan revisions, the most recent project plan and financing plan approved by Court Order shall govern use of County funds paid to the TIF fund.

Exhibit A shows how tax from real properties in a Zone flows to a taxing jurisdiction and to a TIF Fund. Exhibit A assumes real property values in the Zone rise after the Zone's designation.

Exhibit A:
Real Property Tax Flow with Tax Increment Financing

[Diagram showing tax flow with tax increment fund and taxes retained by taxing jurisdictions]
Inclusion of property in a Zone does not change any tax rate for the property. Tax rates in Zone are the same as tax rates outside the Zone, within the same set of taxing jurisdictions.
Section 2: Zone Description

The City of Garland designated TIF Zone Number One in 2003. The Zone #1 boundary includes both Downtown Garland and area around the Forest/Jupiter DART train station. This boundary remains constant as mapped in Exhibit B.

Exhibit B: TIF Reinvestment Zone #1 Boundary Map

Boundaries that follow public streets and highways extend to the far sides of such rights-of-way, measured from the center of the reinvestment zone. Boundaries that approximate property lines shall be construed as following such property lines.
The Zone contains approximately 23,634,427 square feet of land, not counting rights-of-way. Excluding rights-of-way and other land owned by government entities, land area was measured at 19,876,393 square feet in 2003. Taxable land was approximately 17,928,063 square feet. The corrected value of real property in Zone #1 taxable by the City of Garland in base year 2003 was $102,575,500, according to the City of Garland, based on information from the Dallas Central Appraisal District. This value was significantly below the statutory maximum 25% of taxable real property a municipality may include in all its reinvestment zones. The corrected value of real property in Zone #1 taxable by Dallas County in base year 2003 was $102,350,473, according to the same sources.

Exhibits C and D map existing uses and conditions in the Zone, as updated in 2013 by the City of Garland. In 2003 approximately 58% of land area in the zone, excluding land area owned by government, was used for commercial purposes. About 25% of privately owned land area was vacant. Only 7% of private land was used for residences with one to four dwellings per building. Residential land in the Zone was and is far below the statutory maximum 30% of the entire zone.

Economic development of Downtown Garland, Forest/Jupiter and adjacent areas is a City goal. Downtown developments in recent years have included:
- DART train service to stations at Downtown Garland and Forest/Jupiter (began 2002)
- 188 residences and 24,000 square feet of retail floor area in the Oaks Fifth Street Crossing project (opened 2008)
- Garland Campus of Richland College (opened 2009)
- Charles E. Duckworth Building, housing Garland Power & Light, City Utility Customer Service Department and City Tax and Revenue Recovery Department (opened 2010)
- Extension of DART train service to Rowlett (began service 2012)
- Exterior and interior improvements to the Nicholson Memorial Library

Even with these significant improvements, Downtown Garland and TIF Zone #1 have not yet generated the development anticipated by professional studies in 1999 studies by Wallace Roberts and Todd and Insight Research.

At the inception of TIF Zone #1, the City Council found that conditions of Downtown Garland and vicinity impaired sound growth and private investment. Impediments included the following problems, any of which were sufficient statutory cause to designate a zone for tax increment financing:
1) A substantial number of deteriorated or deteriorating structures;
2) Inadequate sidewalks or street layout;
3) Small lots with many owners, making assembly of parcels with sufficient size, access and utility for development an economically difficult or prohibitive task.
Exhibit C:

Existing Land Use - Downtown Part Of TIF Zone

Scale: Map Not To Scale

COMMERCIAL
RESIDENTIAL
VACANT

Garland
Section 3:
Revenue from Tax Increment Financing

The Zone #1 tax increment financing program has provided revenue of approximately $2 million, including interest income on fund balances, from its inception through the end of fiscal year 2013-2014. Through the City fiscal year ended September 30, 2014, $1,430,838 had been applied to improvements to the City Hall façade (transfer to capital improvements fund, bond debt principal payment and bond debt interest payment) and $517,181 had been applied to payment obligations for the Oaks Fifth Street Crossing residential and retail project. A balance of $178,333 was carried from September 30, 2014 into the 2014-2015 fiscal year.

Schedule 1 forecasts annual revenue to the TIF Fund, based on several assumptions stated thereon. Cumulative tax increment revenue received by the TIF fund from fiscal year 2014-2015 through the 2023 end of the Zone’s term (including tax increments from the levy of 2023, largely received in 2024), is forecast as approximately $7.5 million. Added to receipts before fiscal year 2014-2015, a total Fund revenue forecast from inception through the end of the Zone term totals approximately $9.5 million.

The historic annual rate of change in taxable real property value within TIF Zone #1 for the ten-year period from January 2003 to January 2013 has been 3.9%. This includes $15.7 million of taxable value for the Oaks Fifth Street Crossing, a residential and retail project. The historic annual taxable value change rate can be applied to years beyond 2013 to yield a forecast of annual taxable values similar to Schedule 1. Schedule 1 has been adjusted, however, in that the standard growth rate is not applied for January 1, 2015. Instead, a taxable value increase of $15 million is assumed for that year, corresponding to the forecast taxable value of the City Center improvements now under construction and anticipated for completion on or before January 1, 2015. Although Schedule 1 appears a plausible forecast of taxable values, actual taxable values will be somewhat higher or lower. Values taxable by the City of Garland and by Dallas County will differ slightly due to slightly different tax exemption and abatement policies.

In addition to annual taxable values, Schedule 1 forecasts “captured appraised values”—the differences between taxable value and year 2003 base value. Applying assumed tax rates to the captured appraised values yields annual forecasts of real property tax increments. Garland has pledged 100% of real property tax increments from the TIF Zone to the TIF Fund for a term of twenty years from 2004 through 2023. City tax increments levied in 2023 will flow to the TIF fund. Dallas County has pledged 55% of real property tax increments to the TIF fund for a term of fourteen years from 2010 through the levy of 2023. The Dallas County Community College District has not paid tax increments to the Fund. Garland anticipates the District will retroactively pay 50% of its tax increments earned from Zone value growth from tax years 2009 through 2014 in the fiscal year ended September 30, 2015.

Note that real property tax generated in the Zone by the base value (or in the case of a tax decrement year, taxable value) flows to ordinary funds of the City and County in
every year, not to the TIF fund. Annual taxes on values up to the base value are not calculated in Schedule 1. At 2014 tax rates, the annual tax on base value retained by the City would be roughly $723,000. County and College District taxes retained on base value would be roughly $249,000 and $128,000, respectively.

The Schedule 1 Fund revenue forecast may prove conservative in that it does not assume specific major development projects in the Zone except the City Center taxable improvements under construction as of 2014. Normal good maintenance of existing structures, some replacement or infill of small-value properties and market stability are conditions anticipated by the historic annual value change rate factor. Exhibit E locates types of activities, improvements and neighborhood conditions planned for the Zone.

**Exhibit E:**

**Proposed Uses of Land in the Zone**
Section 4:
TIF Fund Expenditures

The assets and future revenue to the TIF fund are intended to be spent to push marginally infeasible development that would serve a public purpose to financial feasibility. Spending from the Fund must accord with a project plan and financing plan for the TIF Zone approved by the City Council.

Schedule 2 lists anticipated TIF “project costs” for the fiscal year ended September 30, 2014 and thereafter. These are items eligible for payment or reimbursement from cash in the TIF fund. This schedule of project costs may be amended from time to time, upon recommendation of the TIF Board and approval of the City Council.

A condition of participation in the TIF program by Dallas County is that twenty percent of all housing units in projects receiving Dallas County TIF funds in the District must meet the County’s criteria for affordable housing. Affordable housing units are those which are affordable to a household earning 80% or less of the median family income for the Dallas metropolitan area. A developer may, subject to County approval, propose an alternative means of fulfilling the County’s affordable housing requirement.

The preferred method of financing public improvements with the Fund will be for property developers or other private sources to advance funds for public improvements. The City may contract to reimburse principal costs and reasonable interest for the public improvements, using cash flow to the Fund. The City may issue bonds secured by revenue to the TIF Fund.

An estimate of the private investment for new development in the Zone during the Zone’s term of years also appears as Schedule 2. These relatively greater “nonproject costs” will not be reimbursable by the Fund.

Schedule 3 is an estimate of the Fund’s annual obligations to reimburse expenses for the parking garage at the Oaks Fifth Street Crossing development. Those obligations are modeled on a 2007 “Disposition and Development Agreement” between the City of Garland and High Street Development, LLC, more specifically by the “Exhibit J, TIF Agreement” referenced by that development agreement. Amounts due from the TIF fund in fulfillment of the agreement will vary with taxes collected from the Oaks Fifth street project.

Schedule 4 is a forecast of annual sources and uses of TIF fund cash. It illustrates prospective tax increments received by the Fund and disbursements to repay approximately $4,834,369 million of project costs after September 30, 2014. (This total disbursement includes 2025 debt service for bonds supporting City Hall façade improvements.) Schedule 4 of this study indicates that it will be economically feasible for the Fund to pay all identified project costs, with a surplus of approximately
$2,893,398, including money set aside for 2025 debt service on bonds to improve the City Hall façade. That surplus might eventually be allocated to additional TIF projects.

No residents will be displaced as a result of implementing this project plan. Neither are any changes of zoning ordinances, the master plan of Garland, building codes or other municipal ordinances necessary at this time to implement the project plan.

Section 5: Additional Tax for Garland

In addition to the tax on greater real property values in the Zone, the City of Garland and other taxing jurisdictions will likely receive more business personal property tax. Increased sales tax from new development in the Zone is possible, depending on the type of new development in the Zone and the stability of sales tax from existing development.

The tax increment fund may have a residual balance of cash on hand after all financial obligations have been met. A residual balance is indicated on the bottom line of Schedule 4. Any residual balance will be prorated to the general funds of participating taxing jurisdictions after all obligations of the TIF Fund have been discharged.
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Notes:
City taxable values and captured appraisal values through 2014 and most County values for the base year, 2012 and 2013 are as reported by the City of Garland. Other values are estimates.
City taxable value for the base year was reset to the indicated amount after 2008. Base value fluctuated slightly with annual updates until set in 2009.
The average annual rate of change in taxable value from 2003 to 2014 was 3.3%. The amount of new taxable value is anticipated. This assumes taxable value of the City Center apartments will have value similar to Oak Hill Street Crossing.

After 2013, constant tax rates are assumed. Actual rates will be set annually.

The City contributes 100% of tax increment from the zone to the TIF fund. Dallas County contributes 50% of increments. The City anticipates the Dallas County Community College District will contribute 50% of tax increments and that DCCCD increments from FY 1 through November 11 will be received in 2015 with payments for tax year 2014.

Values for shaded areas are unknown.
Project costs may be reimbursed by the TIF fund. Nonproject costs are not reimbursed by the TIF fund. Costs are approximate.
Private nonproject costs for mixed-use developments are not included in this schedule.

<table>
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<tr>
<th>Item</th>
<th>(b) Estimated TIF Project Costs</th>
<th>(c) &quot;Nonproject Costs&quot; (Not Reimbursed by TIF Fund)</th>
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<td>Transfer to CIP fund in FY 2013-2914</td>
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<td>Bond debt principal through Sept. 30, 2014</td>
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<td>Site preparation</td>
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<td>Arts Plaza</td>
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<td>Downtown infrastructure</td>
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<td>Other Downtown municipal facility improvements</td>
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<td>Estimated obligation to Oaks Fifth Street Crossing (City-owned garage at mixed-use project 341 N. Fifth)</td>
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<td>Paid through Sept. 30, 2014</td>
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<td>Estimated obligation after Sept. 30, 2014</td>
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Total                                                   | $6,782,658                      | $49,483,000                                       |
Notes:
For years when the TIF fund receives tax increments, the City will pay to the owner of Oaks Fifth Street Crossing or its assigns the real property tax increments generated by the Oaks Fifth Street Crossing mixed-use development and received by the TIF fund. The "Tax Increment Base" for the Oaks Fifth Street Crossing development is defined as $441,688 by Exhibit J of the Disposition and Development Agreement (2007).

The City of Garland anticipates that the DCCCC will pay tax increments earned for the TIF years 6 through 10 in FY 2014-2015 in addition to the tax increment due for year 11.

Annual obligations for the tax increment end with termination of the TIF zone.

Disbursements through Sept. 30, 2014 are as reported by the City of Garland.

2015 disbursement excludes anticipated receipts from DCCCC for previous years already paid from the TIF fund.

Disbursements after 2015 assume the January 1, 2014 estimated taxable value of Oaks Fifth Street Crossing remains constant.

<table>
<thead>
<tr>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>(d)</th>
<th>(e)</th>
<th>(f)</th>
<th>(g)</th>
<th>(h)</th>
<th>(i)</th>
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<td>TIF Year</td>
<td>Jan. 1</td>
<td>Disbursement in FY Ending Sept. 30</td>
<td>Oaks Fifth Street Appraisal Value</td>
<td>Captured Appraised Value of Oaks Fifth Street Crossing</td>
<td>Estimated Tax Increments to TIF Fund from OFSC</td>
<td>From City, If</td>
<td>From County, If From DCCCC, If</td>
<td>Total Disbursement</td>
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Estimated totals after year 10

Total Disbursement

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<th>(h)</th>
<th>(i)</th>
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Totals for years 1-30

$1,538,390 | $262,020 | $132,734 | $2,008,145

Project Plan and Financing Plan, Tax Increment Financing Reinvestment Zone Number One, City of Garland, Texas
### Notes:
Annual tax increments forecast for the TIF fund are from another schedule.
Estimated annual disbursements to meet an obligation to Oaks Fifth Street Crossing are from another schedule.
Disbursements for principal and interest on City certificates of obligation were provided by the City of Garland.
Interest earned on TIF fund balances are not included in this forecast.
Disbursements for TIF projects may be more or less than indicated on this schedule. Annual disbursements must be less than or equal to actual total cash available to the TIF fund in each year.
The TIF Zone will expire in 2023, but the TIF Fund will receive tax increments limited during the Zone term. If a capitalized cash balance in the Fund is distributed to another City fund before FY 2012-2013, the 2023 debt service payments for City Hall façade improvements may be paid from the recipient City fund.

### For the Fiscal Year Ended September 30

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</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund assets carried from sept. 30 of previous FY</strong></td>
<td>$1,657,713</td>
<td>$1,783,333</td>
<td>$2,050,142</td>
<td>$2,311,811</td>
<td>$2,444,526</td>
<td>$2,682,341</td>
<td>$2,794,627</td>
<td>$1,546,815</td>
<td>$1,962,285</td>
<td>$2,368,650</td>
<td>$2,821,879</td>
<td>$3,323,711</td>
</tr>
<tr>
<td><strong>Annual revenue to TIF fund</strong></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Total increments received in FY</td>
<td>$288,894</td>
<td>$497,106</td>
<td>$534,257</td>
<td>$591,061</td>
<td>$500,151</td>
<td>$712,526</td>
<td>$575,583</td>
<td>$541,551</td>
<td>$410,193</td>
<td>$918,881</td>
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<tr>
<td>Total cash available to TIF fund in FY</td>
<td>$1,745,607</td>
<td>$2,280,531</td>
<td>$2,934,499</td>
<td>$3,439,689</td>
<td>$4,152,414</td>
<td>$5,495,847</td>
<td>$5,320,169</td>
<td>$5,258,106</td>
<td>$5,077,286</td>
<td>$5,309,540</td>
<td>$5,677,053</td>
<td>$3,323,711</td>
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<tr>
<td><strong>Disbursement from TIF fund this FY</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>City TIF administrative expenses</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
</tr>
<tr>
<td>Oaks Fifth Street Crossing</td>
<td>$137,527</td>
<td>$145,139</td>
<td>$149,339</td>
<td>$149,339</td>
<td>$149,339</td>
<td>$149,339</td>
<td>$149,339</td>
<td>$149,339</td>
<td>$149,339</td>
<td>$149,339</td>
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<td>$1,491,394</td>
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<td>Transfer to CIP for City Hall façade improvements</td>
<td>$2,121,122</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Debt service on City certificates of obligation for City Hall improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Principal</td>
<td>$35,000</td>
<td>$95,000</td>
<td>$125,000</td>
<td>$156,000</td>
<td>$185,000</td>
<td>$220,000</td>
<td>$250,000</td>
<td>$285,000</td>
<td>$320,000</td>
<td>$355,000</td>
<td>$390,000</td>
<td>$425,000</td>
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<tr>
<td>Interest</td>
<td>$83,715</td>
<td>$81,450</td>
<td>$78,425</td>
<td>$74,225</td>
<td>$68,160</td>
<td>$60,106</td>
<td>$51,150</td>
<td>$43,925</td>
<td>$34,690</td>
<td>$24,725</td>
<td>$15,012</td>
<td>$3,313</td>
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<td>Total disbursements</td>
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<td>$325,369</td>
<td>$302,234</td>
<td>$278,384</td>
<td>$262,339</td>
<td>$426,238</td>
<td>$431,089</td>
<td>$479,064</td>
<td>$500,398</td>
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<tr>
<td><strong>Net TIF fund cash carried forward</strong></td>
<td>$173,333</td>
<td>$350,142</td>
<td>$331,815</td>
<td>$744,536</td>
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<td>$2,821,879</td>
<td>$3,323,711</td>
<td>$2,883,398</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan

Resolution adopting the Concerted Revitalization Plan for resolution of delegation and other documentation.
Concerted Revitalization Plan

The Lavon Senior Villas site is located within the Downtown Garland Tax Increment Reinvestment Zone Number One.

The revitalization of the Downtown Garland TIRZ area began with the City of Garland Tax Increment Reinvestment Zone Number One ("Downtown TIRZ"). Originally adopted in 2003 with revisions in 2008 and 2015, the reasons for the creation of the TIRZ are stated in the Project Plan and Financing Plan:

- A substantial number of deteriorated or deteriorating structures;
- Inadequate sidewalks or street layout;
- Small lots with many owners, making assembly of parcels with sufficient size, access, and utility for development an economically difficult or prohibitive task.

The Downtown TIRZ was created by Ordinance No. 5785 on December 3, 2003. The TIRZ took effect on January 1, 2004 and will expire on December 31, 2024. The TIRZ’s Base Year Value was $102,575,503. TIF Zone No. 1 was updated on July 1, 2008 by Ordinance No. 6238, which included a Project and Financing Plan and updated on January 20, 2015 by Resolution No. 10175. The purpose of the most recent update was to adopt a revised Project Plan and Financing Plan to indicate funding for the City Center Project. The City issued $3,000,000 in bond proceeds to fund the City Center Project.

The Project Plan and Financing Plan and 2016 Annual Report are also included.
RESOLUTION NO. 10175

A RESOLUTION OF THE CITY OF GARLAND ADOPTING THE REVISED PROJECT AND FINANCING PLAN FOR THE DOWNTOWN/FOREST-JUPITER TAX INCREMENT FINANCING REINVESTMENT ZONE (TIRZ #1); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Project and Financing Plan is required under Chapter 311 of the Texas Tax Code with the creation of a Tax Increment Financing Reinvestment Zone;

WHEREAS, the Project and Financing Plan for TIRZ #1 was created by Ordinance No. 5785 on December 2, 2003;

WHEREAS, additional funding is desired to further promote the City Center project through the encouragement of redevelopment; and

WHEREAS, the Board of Directors of TIRZ #1 met on December 9, 2014, and unanimously voted to accept the proposed changes to the Project and Financing Plan for TIRZ #1;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1
That the City of Garland approves and adopts the proposed changes to the Project and Financing Plan for TIRZ #1, a copy of which is attached hereto as Exhibit "A".

Section 2
That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 20th day of January, 2015.

CITY OF GARLAND, TEXAS

[Signature]

MAYOR

ATTEST:

[Signature]

CITY SECRETARY
ORDINANCE NO. 6238

AN ORDINANCE APPROVING REVISED PROJECT AND REINVESTMENT ZONE FINANCING PLANS FOR THE DOWNTOWN/FOREST-JUPITER TAX INCREMENT FINANCING ZONE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the board of directors of the Downtown/Forest-Jupiter TIF Zone has heretofore prepared and adopted a project plan and a reinvestment zone financing plan (collectively, the "Plans") for the Downtown/Forest-Jupiter TIF Zone; and

WHEREAS, the Plans are as consistent as possible with the preliminary plans for the Downtown/Forest-Jupiter TIF Zone that were developed for the Downtown/Forest-Jupiter TIP Zone before the creation of the board of directors; and

WHEREAS, The Plans have been revised to indicate the financial participation of Dallas County and the Dallas County Community College District;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City Council hereby finds that the revised Plans are feasible and conform to the master plan of the City, and hereby approves the revised Plans as submitted.

Section 2

That this Ordinance shall be and become effective upon its passage and approval.

PASSED AND APPROVED this the 1st day of July, 2008.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary
AN ORDINANCE OF THE CITY OF GARLAND, TEXAS DESIGNATING A CERTAIN AREA FOR A TAX INCREMENT FINANCING DISTRICT TO BE KNOWN AS TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF GARLAND, TEXAS, ESTABLISHING THE BOUNDARIES THEREOF, ESTABLISHING A BOARD OF DIRECTORS FOR SUCH REINVESTMENT ZONE, AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Garland, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area (the Downtown Area and the Forest/Jupiter Station Area) within its jurisdiction by creation of a reinvestment zone for tax increment financing, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Property Tax Code, Vernon's Texas Codes Annotated (the "Act"); and

WHEREAS, in compliance with the Act, the City has called a public hearing to hear comments on the creation of the proposed reinvestment zone and its benefits to the City and the property in the proposed reinvestment zone; and

WHEREAS, a public hearing was set for 7:00 PM on the 2nd day of December, 2003, such date being at least seven (7) days after the date of publication of notice of such public hearing; and

WHEREAS, the City held such public hearing after publishing notice of such public hearing, and giving written notice of such hearing at least sixty (60) days prior thereto to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such public hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the ordinance calling such hearing should be included in such proposed reinvestment zone, the concept of tax increment financing and the appointment of a board of directors for the proposed reinvestment zone; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone, and opponents of the reinvestment zone appeared to contest creation of the reinvestment zone;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2

That the City Council, after conducting such hearings and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it.
a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and

b) That the boundaries of the reinvestment zone should be the area as described in the description attached hereto as Exhibit “A”; and

c) That improvements in the reinvestment zone created herein for tax increment financing as described in Exhibit A will significantly enhance the value of all taxable real property in the reinvestment zone and will be of general benefit to the City; and

d) That the reinvestment zone as defined in Exhibit A meets the criteria for the creation of a reinvestment zone as set forth in Section 311.005 of the Act in that:

   (1) It is a contiguous geographic area located wholly within the corporate limits of the City; and

   (2) The area impairs the sound growth of the municipality, retards the provision of housing accommodations, constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and because of the presence of the deterioration of site or other improvements.

e) That ten (10) percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is used for residential purposes, which is defined in the Act as any property occupied by a house which has less than five (5) living units; and

f) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed fifteen (15) percent of the total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

g) That the proposed reinvestment zone does not contain more than fifteen (15) percent of the total appraised value of real property taxable by Dallas County or Garland Independent School District; and

h) That the improvements in the reinvestment zone will significantly enhance the value of all taxable real property in the reinvestment zone; and

i) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future.
Section 3

That pursuant to the Act, the City hereby creates a reinvestment zone for tax increment financing encompassing only the area described by the description in Exhibit A attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Tax Increment Financing Reinvestment Zone Number One, City of Garland, Texas (the “Zone”).

Section 4

That the Zone shall take effect on January 1, 2004 and that the termination of the Zone shall occur on December 31, 2024, or at an earlier time designated by subsequent ordinance of the City Council in the event the City determines that the Zone should be terminated due to insufficient private investment, accelerated private investment or other good cause, or at such time as all project costs and tax increment bonds, if any, and the interest thereon, have been paid in full.

Section 5

That there is hereby established a board of directors for the Zone that shall consist of nine (9) members appointed by the City Council.

a) The initial board of directors shall be appointed by resolution of the City Council within sixty (60) days of the passage of this ordinance or within a reasonable time thereafter. All members appointed to the board shall meet eligibility requirements as set forth in the Act.

b) The terms of the board members shall be for three (3) year terms. The City Council shall annually designate a member of the board to serve as chairman of the board of directors for a one (1) year term, and the board shall elect from its members a vice chairman and other officers as it sees fit.

c) The board of directors shall make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and reinvestment zone financing plan for the Zone and must submit such plans to the City Council for its approval. The board of directors shall possess all powers necessary to prepare, implement and monitor such project plan for the Zone as the City Council considers advisable, including the submission of an annual report on the status of the Zone.

Section 6

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into such sub-accounts as may be authorized by subsequent resolution or ordinance into which all tax increments, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any sub-accounts are to be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law. In addition, all revenues from the sale of any tax increment bonds and notes hereafter issued by the City, revenues from the sale of any property acquired as part of the tax increment financing plan and other revenues to be dedicated to and used in the Zone
shall be deposited into such fund or sub-account from which money will be disbursed to pay project costs for the Zone or to satisfy the claims of holders of tax increment bonds or notes issued for the Zone.

Section 7

That if any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section 8

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Garland and it is accordingly so ordained.

PASSED AND APPROVED this the 2nd day of December, 2003.

CITY OF GARBLAND, TEXAS

Bob Day
Mayor

ATTEST:

Ranette Larson
City Secretary
EXHIBIT A
Reinvestment Zone Boundaries
Concerted Revitalization Plan

Map of target area(s) with location of Development Site clearly identified.
Concerted Revitalization Plan

Resolution identifying Development as contributing more than any other to revitalization effort.
CERTIFIED COPY OF RECORD

STATE OF TEXAS §
COUNTY OF DALLAS §

I, COURTNEY VANOVER ON BEHALF OF THE UNDERSIGNED CITY SECRETARY'S OFFICE FOR THE CITY OF GARLAND, TEXAS, A GOVERNMENTAL SUBDIVISION OF THE STATE OF TEXAS, IN THE PERFORMANCE OF THE FUNCTIONS OF MY OFFICE, HEREBY CERTIFY THAT THE ATTACHED RECORD IS A FULL, TRUE AND CORRECT COPY OF:

Resolution No. 10325 – 2018 Competitive 9% Housing Tax Credits

AS THE SAME APPEARS OF RECORD IN MY OFFICE, AND THAT I AM THE LAWFUL POSSESSOR AND HAVE LEGAL CUSTODY OF SAID RECORD.

WITNESS MY HAND ON THIS THE 24th DAY OF JANUARY 2018.

[Signature]
Courtney Vanover
City Secretary's Office

SIGNED BEFORE ME, the undersigned authority, on this the 24th day of January 2018.

[Signature]
ELISA MORALES
Notary Public in and for the State of Texas
[Stamp]
RESOLUTION NO. 10325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS CONFIRMING OF CERTAIN PROPOSED DEVELOPMENTS TO BE FUNDED WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 2018 COMPETITIVE 9% HOUSING TAX CREDITS; AUTHORIZING THE CERTIFICATION OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a number of applicants have proposed various developments for affordable rental housing to be located within the City of Garland, Texas; and

WHEREAS, those applicants have advised that they intend to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the development being proposed by the respective applicant; and

WHEREAS, the City Council desires to evidence its support of those applications by adopting this Resolution; and

WHEREAS, City Council particularly notes that the development known as Lavon Senior Villas, and the development to be known as the Evergreen Garland Senior Community, are proposed to be located within areas of the City for which a concerted revitalization plan has been established by the City; (1) the Lavon Senior Villas development that is the most favored project located within the Downtown Tax Increment Finance District and subject to the Downtown Redevelopment Implementation Plan and the provisions of the Downtown TIF; and (2) the Evergreen Garland Senior Community that is the most favored project located within the Forest/Jupiter/Walnut Catalyst Area, an area that has been designated by the City as a Targeted Investment Area within the Envision Garland 2030 Plan;
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City, by and through its City Council, hereby confirms that it supports the proposed developments as set forth and further identified below and that this formal action has been taken to put on record the opinion expressed by the City as of the effective date of this Resolution.

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<th>Name</th>
<th>Address</th>
<th>Zip</th>
<th>Type/Limit</th>
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<tr>
<td>Application 18092</td>
<td>Kowlett Senior Apartment Homes</td>
<td>615 Kowlett Road</td>
<td>75043</td>
<td>Elder limit</td>
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<td>Application 18368</td>
<td>The Reserves at Merriwood Ranch</td>
<td>SEQ E Miller Rd/ E Centerville Road</td>
<td>75041</td>
<td>General</td>
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<tr>
<td>Application 18376</td>
<td>Lakeview Pointe Apartments</td>
<td>N side of IH 30, E of Bass Pro Drive</td>
<td>75043</td>
<td>General</td>
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<tr>
<td>Application 18001</td>
<td>Evergreen at Basswood Senior Community</td>
<td>1001 State Hwy CC</td>
<td>75040</td>
<td>Elder limit</td>
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<tr>
<td>Application 18091</td>
<td>Lavon Senior Villas</td>
<td>902 Lavon Drive</td>
<td>75040</td>
<td>Elder limit</td>
</tr>
<tr>
<td>Application 18000</td>
<td>Evergreen Garland Senior Community</td>
<td>1102 N. Shiloh Road</td>
<td>75042</td>
<td>Elder limit</td>
</tr>
</tbody>
</table>

Section 2

That, for and on behalf of the City Council, the City Secretary is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.
Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 16th of January, 2018.

CITY OF GARLAND, TEXAS

[Signature]
Mayor

ATTEST:
[Signature]
City Secretary
Concerted Revitalization Plan

Letter from appropriate local official providing documentation of measurable improvement.
January 23, 2018

Ms. Marni Holloway, Director
Multifamily Finance Division
TDHCA
221 E. 11th Street
Austin, TX 78701

Re: Documentation of Community Revitalization Plan in Conjunction with 9% Tax-Credit Development at 902 Lavon Drive, Garland TX

Dear Ms. Holloway:

As the 9% Housing Tax Credit Application awards four points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the target efforts outlined in the plan, we are pleased to provide this letter.

The targeted efforts of the Downtown TIF Zone (adopted in 2003), the City Center project (adopted in 2015) and the Downtown Garland Target Improvement Area (TIA) (adopted in 2012) are documented in the Downtown Redevelopment Presentation to Council 08.01.2016 (5). The targeted efforts of the Phase II projects include creation of new multifamily apartments, streetscape improvements, storm drainage improvements, parking garage, water main replacement, Walnut Pedestrian Corridor (Heritage Crossing), library parking lot lighting, and City Hall façade and lobby improvements. The improvements have led to improvements to Austin, State, and Fifth Street streetscapes, the “City Center” development that includes renovation to the existing City Hall, parking garage, infrastructure and streetscape improvements including Arts Plaza, and multifamily apartments (Oaks Properties) at 250 N. Fifth and 203 N. Fifth. The 148 apartments opened in 2015 and as of August 2016 were 100% leased.

The improvements to the streetscape will lead to a more walkable, transit-oriented district with better aesthetics, a safer environment, and an increased volume of visitors that will continue to be an appropriate area for the placement of affordable housing.

The goals of the Downtown TIF Zone, the Downtown Garland TIA, and the Downtown Redevelopment Plan will be furthered by the development of affordable housing for seniors, funded with TDHCA 2018 Competitive 9% Housing Tax Credits, at 902 Lavon St. The proposal by AMTEX is consistent with all of the City of Garland’s efforts to revitalize the area as outlines in the previously-mentioned plan.

Regards,

Mona Woodard
Grants Manager
City of Garland
Concerted Revitalization Plan

For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.
2018 TDHCA 9% Application #18091
Lavon Senior Villas
902 Lavon Drive, Garland, TX
Opportunity Index Menu – Location of Amenities

Site Amenities List - Location would qualify for at least 4 points under §11.9(c)(4)(B):

1. Grocery Store (within 1 mile):
   Walmart Neighborhood Market
   101 W. Buckingham Road
   Garland, Texas 75040
   www.walmart.com

2. Pharmacy (within 1 mile):
   Walmart Neighborhood Market
   101 W. Buckingham Road
   Garland, Texas 75040
   www.walmart.com

3. Indoor Recreation (within 1 mile):
   Bradfield Recreation & Senior Center
   1146 Castle Drive
   Garland, Texas 75040
   www.ci.garland.tx.us

4. Library (within 1 mile):
   Garland Central Library
   625 Austin St.
   Garland, TX 75040
   www.nmls.lib.tx.us

Other Site Amenities include:
5. Outdoor Recreation (within 1 mile): Bradfield Park 1220 Castle Drive Garland, Texas 75040
   www.garlandparks.com

6. Hospital (within 3 miles): Baylor Scott & White Medical Center 2300 Marie Curie Blvd., Garland, Texas 75042
   www.bswhealth.com

7. Child Care (within 2 miles): Country Club Active Learning 1601 N. Country Club Rd., Garland, TX 75040
   www.countryclubkid.com
1. Grocery Store (within 1 mile): Walmart Neighborhood Market 101 W. Buckingham Road, Garland, TX

2. Pharmacy (within 1 mile): Walmart Neighborhood Market 101 W. Buckingham Road, Garland, TX
3. Bradford Recreation Center 1146 Castle Drive, Garland
https://www.garlandtx.gov/gov/lo/parks/facilities/parks/ab/bradfieldpark/bradfieldrec.asp

Senior Services Provided in City include Transportation to the Senior Center for meals and the Bradfield Recreation Center can also be used to connect to these services.
BRADFIELD RECREATION CENTER
1146 Castle Drive, Garland, TX 75040
972-205-2770 | BRC@GarlandTX.gov

Tae Kwon Do & Jujitsu
Train your body and mind. Combine two styles of martial arts through feeling, action, reaction, and technique. Patient guidance and practical training emphasize key punch and kick techniques that enhance development by improving mental discipline, posture, coordination, ground techniques, and self defense skills.

Instructor: D. Ybarra
Register for $40 monthly or $6 daily.

Kids
Ages 4 - 15
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<tr>
<td>W</td>
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<td>Oct 4 - 28</td>
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<tr>
<td>Sa</td>
<td>10:00 - 11:45 AM</td>
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<tr>
<td>W</td>
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<td>Dec 2 - 30</td>
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Adults
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<tbody>
<tr>
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<td>7:15 - 8:45 PM</td>
<td>Sep 7 - 28</td>
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<tr>
<td>M, Th</td>
<td>7:15 - 8:45 PM</td>
<td>Oct 2 - 30</td>
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<td>M, Th</td>
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<td>Nov 2 - 30</td>
</tr>
<tr>
<td>M, Th</td>
<td>7:15 - 8:45 PM</td>
<td>Dec 4 - 28</td>
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</tbody>
</table>
Dance

Ballet Folklorico
Spice up your fancy footwork! Learn the performance techniques and steps of traditional Mexican folk dance styles set to fun, upbeat music. Develop rhythm, grace, and stage presence as you explore the rich culture, history, traditions and customs of this beautiful dance form.

Instructor: K. Anderson

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<thead>
<tr>
<th>Ages 5 - 12</th>
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</thead>
<tbody>
<tr>
<td>Sa 9:30 - 10:15 AM</td>
<td>Sep 2 - 30</td>
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<tr>
<td>Sa 9:30 - 10:15 AM</td>
<td>Oct 7 - 28</td>
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<tr>
<td>Sa 9:30 - 10:15 AM</td>
<td>Nov 4 - 18</td>
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<tr>
<td>Sa 9:30 - 10:15 AM</td>
<td>Dec 2 - 16</td>
</tr>
</tbody>
</table>

Hip Hop
Be elite; be dynamic; be you! Take your skills to the next level with instruction that focuses on developing rhythm, style, and proper techniques. Build a strong foundation in dance while developing coordination and increasing strength, flexibility and self-confidence.

Instructor: K. Anderson

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<thead>
<tr>
<th>Ages 5 - 8</th>
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<tbody>
<tr>
<td>Sa 10:15 - 11:00 AM</td>
<td>Sep 2 - 30</td>
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<tr>
<td>Sa 10:15 - 11:00 AM</td>
<td>Oct 7 - 28</td>
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<td>Nov 4 - 18</td>
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<td>Sa 10:15 - 11:00 AM</td>
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<th>Ages 9 - 12</th>
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<td>Sa 11:00 - 11:45 AM</td>
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<td>Oct 7 - 28</td>
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<tr>
<td>Sa 11:00 - 11:45 AM</td>
<td>Nov 4 - 18</td>
</tr>
<tr>
<td>Sa 11:00 - 11:45 AM</td>
<td>Dec 2 - 16</td>
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</tbody>
</table>

Twinkle Toes Ballet
Discover the cancer within. Move through progressive barre and center exercises that stress skeletal alignment, turn-out of the legs, coordination of the hands and arms, weight changes, and proper use of the feet. Establish a strong foundation in dance, build strength and apply techniques to other forms of dance.

Instructor: K. Anderson

<table>
<thead>
<tr>
<th>Ages 2 - 4</th>
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</thead>
<tbody>
<tr>
<td>W 5:00 - 5:30 PM</td>
<td>Sep 6 - 27</td>
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<tr>
<td>W 5:00 - 5:30 PM</td>
<td>Oct 4 - 25</td>
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<tr>
<td>W 5:00 - 5:30 PM</td>
<td>Nov 1 - 29</td>
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<tr>
<td>W 5:00 - 5:30 PM</td>
<td>Dec 6 - 20</td>
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<table>
<thead>
<tr>
<th>Ages 5 - 9</th>
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<tbody>
<tr>
<td>W 5:30 - 6:15 PM</td>
<td>Sep 6 - 27</td>
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<tr>
<td>W 5:30 - 6:15 PM</td>
<td>Oct 4 - 25</td>
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<tr>
<td>W 5:30 - 6:15 PM</td>
<td>Nov 1 - 29</td>
</tr>
<tr>
<td>W 5:30 - 6:15 PM</td>
<td>Dec 6 - 20</td>
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</table>

Youth Clogging
Tap your toes in time! Learn the basics of clogging including the fundamentals of timing, posture, and the two-tap technique. Instruction includes core steps, basic terminology, and how to read cue sheets. Develop coordination and flexibility while increasing endurance and strength.

Instructor: S. Smith

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<thead>
<tr>
<th>Ages 6 - 14</th>
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<tbody>
<tr>
<td>M 5:45 - 6:45 PM</td>
<td>Sep 11 - 25</td>
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<tr>
<td>M 5:45 - 6:45 PM</td>
<td>Oct 2 - 23</td>
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<tr>
<td>M 5:45 - 6:45 PM</td>
<td>Nov 6 - 27</td>
</tr>
<tr>
<td>M 5:45 - 6:45 PM</td>
<td>Dec 4 - 18</td>
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</tbody>
</table>

Health & Fitness

Step Aerobics
Start sleppin'! Learn aerobic step exercises from stretching and warm up to an invigorating full body workout and cool down. This extension of traditional floor aerobics provides comprehensive cardiovascular and aerobic training that works major muscle groups and strengthens your body. Burn fat, tone your shape, and build muscle.

Instructor: D. Darby

<table>
<thead>
<tr>
<th>Ages 16 and up</th>
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</thead>
<tbody>
<tr>
<td>T, Th 6:00 - 7:00 PM</td>
<td>Sep 5 - 28</td>
</tr>
<tr>
<td>T, Th 6:00 - 7:00 PM</td>
<td>Oct 3 - 31</td>
</tr>
<tr>
<td>T, Th 6:00 - 7:00 PM</td>
<td>Nov 2 - 30</td>
</tr>
<tr>
<td>T, Th 6:00 - 7:00 PM</td>
<td>Dec 5 - 28</td>
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</tbody>
</table>

Zumba® Fitness
Forget the workout, remember the fun! Combine fast and slow rhythms to learn aerobic routines to the sounds of Latin and International music. Utilizing the principles of fitness interval and resistance training, maximize caloric output, fat burning, and total body toning.

Instructor: R. Trueblood

<table>
<thead>
<tr>
<th>Age: 14 and up</th>
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<tbody>
<tr>
<td>T, Th 5:45 - 6:45 PM</td>
<td>Sep 2 - 30</td>
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<tr>
<td>Sa 12:30 - 1:30 PM</td>
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<tr>
<td>T, Th 5:45 - 6:45 PM</td>
<td>Oct 3 - 31</td>
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<tr>
<td>Sa 12:30 - 1:30 PM</td>
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<tr>
<td>T 5:45 - 6:45 PM</td>
<td>Dec 2 - 30</td>
</tr>
<tr>
<td>Sa 12:30 - 1:30 PM</td>
<td></td>
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</tbody>
</table>
Outdoor Adventures

Archery
Bullseye! Learn to shoot the competition style compound bow from a National Archery in the Schools Program Instructor. Focus on basic skills, technique, safety, and the use and maintenance of equipment. Become a proficient archer and develop strength, flexibility, and increased attention span.

Instructor: E. Anderson
Ages 8 - 14
W 6:00 - 7:00 PM Sep 6 - 27 $25 8048
W 6:00 - 7:00 PM Oct 4 - 25 $25 8049
W 6:00 - 7:00 PM Nov 1 - 29 $25 8050

Sports

Advanced Basketball Skills & Conditioning
Basketball skills are the foundation for success on the court. This class will focus on the fundamentals of basketball in a competitive environment. The class will also include conditioning, footwork, and calisthenics exercises to build endurance, coordination, and strength.

Instructor: F. Thompson
Ages 9 - 15
T 7:15 - 8:30 PM Sep 5 - 26 $40 8039
T 7:15 - 8:30 PM Oct 3 - 24 $40 8040

Li'l Tots Sports
Have a ball! Learn the beginner skills of soccer, t-ball and basketball in a non-competitive environment. Li'l Tots Sports teaches team play and develops improved hand, foot and eye coordination, while turning young students into great players.

Instructor: E. Anderson
Ages 3 - 5
M 1:30 - 2:10 PM Sep 11 - 25 $27 8043
M 1:30 - 2:10 PM Oct 2 - 23 $27 8044
M 1:30 - 2:10 PM Nov 6 - 27 $27 8045
M 1:30 - 2:10 PM Dec 4 - 18 $27 8046

Youth Basketball
You could go all the way! All aspects of the game will be covered from the rules to the skills. Learn passing, dribbling, shooting, and team control techniques that can be used at all levels. Prepare for the upcoming season by getting in shape.

Instructor: F. Thompson
Age: 5 - 11
M 6:00 - 6:50 PM Sep 4 - 25 $27 8010
M 6:00 - 6:50 PM Oct 20 - 20 $26 8013
M 6:00 - 6:50 PM Nov 6 - 27 $36 8035
M 6:00 - 6:50 PM Dec 4 - 18 $27 8036

Oct. 7 - 8

Grab your tent and sleeping bags for a night under the stars with family and friends. Although you're only minutes from home, you'll feel miles away. Enjoy a night hike, games, s'mores, a campfire, and live entertainment. Dinner and breakfast provided! Register online at PlayGarland.com, each person attending must be registered. Pre-registration required by Oct. 6. For more information, please call 972-205-2750 or Play@GarlandTX.gov.

Audubon Park
Saturday, 3:00 PM - Sunday, 8:00 AM
$10 per person
No charge for each additional person up to 2 yrs
# Bradfield Recreation Center

**1146 Castle Drive, Garland, TX 75040 ● 972-205-2770 ● BRC@GarlandTX.gov ● GarlandParks.com**

## PROGRAM SCHEDULE

<table>
<thead>
<tr>
<th>TIME</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
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</thead>
<tbody>
<tr>
<td>10 a.m.</td>
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<td></td>
<td><em>Tae Kwon Do &amp; Jujitsu: Kids</em> 10 a.m.</td>
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<tr>
<td>Noon</td>
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<td></td>
<td><em>Zumba</em> 12:30 p.m.</td>
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<tr>
<td>1 p.m.</td>
<td><em>Lil Tots Sports</em> 1:30 p.m.</td>
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<tr>
<td>4 p.m.</td>
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<td><em>Twinkle Toes Ballet</em> 4 p.m.</td>
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<tr>
<td>5 p.m.</td>
<td><em>Zumba</em> 5:45 p.m.</td>
<td><em>Basketball- TR</em> 5 p.m.</td>
<td><em>Zumba</em> 5:45 p.m.</td>
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<tr>
<td>6 p.m.</td>
<td><em>Youth Basketball</em> 6 p.m.</td>
<td><em>Step Aerobics</em> 6 p.m.</td>
<td><em>Archery</em> 6 p.m.</td>
<td><em>Step Aerobics</em> 6 p.m.</td>
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<tr>
<td>7 p.m.</td>
<td><em>Tae Kwon Do &amp; Jujitsu: Adults</em> 7:15 p.m.</td>
<td><em>Soul Line Dancing</em> 7 p.m.</td>
<td><em>Tae Kwon Do &amp; Jujitsu: Kids</em> 7:15 p.m.</td>
<td><em>Soul Line Dancing</em> 7 p.m.</td>
<td><em>Tae Kwon Do &amp; Jujitsu: Adults</em> 7:15 p.m.</td>
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</tr>
</tbody>
</table>

All program information subject to change and availability. Registrations accepted on first-come, first-serve basis. Waitlists available for most full programs. Pre-registration required for most programs. A program may cancel if minimum number of registrations is unmet. A City of Garland waiver and release of claim is required prior to participating in any program. All programs occur weekly unless noted with a date.
# Bradfield Recreation Center

1146 Castle Drive, Garland, TX 75040 • 972-205-2770 • BRC@GarlandTX.gov • GarlandParks.com

## Open Gym Schedule

<table>
<thead>
<tr>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
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<td>2</td>
<td>3</td>
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<td>5</td>
<td>6</td>
</tr>
<tr>
<td>CLOSED</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>9 - 9:45 a.m. 11:45 a.m.-3:45 p.m.</td>
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<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
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<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>9 - 9:45 a.m. 11:45 a.m.-3:45 p.m.</td>
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<td>16</td>
<td>17</td>
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<td>19</td>
<td>20</td>
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<tr>
<td>CLOSED</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>9 - 9:45 a.m. 11:45 a.m.-3:45 p.m.</td>
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<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
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<tr>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
<td>9 - 9:45 a.m. 11:45 a.m.-3:45 p.m.</td>
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<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 5:45 p.m.</td>
<td>1:15 - 4:45 p.m.</td>
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</table>

***Schedule subject to change.***

You are required to purchase and scan your Garland ID card to be inside the facility.

City of Garland recreation centers are closed on Sundays.
Bradfield Pool

1150 Castle Drive (http://maps.google.com/maps?q=32.920988,-96.616817&hl=en&num=1&vpsrc=0&t=m&z=16)
Garland, Texas 75040
972-205-2774 (http://www.ci.garland.tx.us/gov/lq/parks/swim_garland/bradfield_pool/default.asp#)
(aquatics@garlandtx.gov (mailto:aquatics@garlandtx.gov))

Make a SPLASH at Bradfield Pool! Bradfield Pool offers fun for the whole family. You can rush down the waterslide, bounce off the diving boards or cool down with the little ones in the splash ground.

General Admission

<table>
<thead>
<tr>
<th>Age</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>48 inches &amp; over</td>
<td>$3</td>
</tr>
<tr>
<td>Under 48 inches</td>
<td>$2</td>
</tr>
<tr>
<td>Age 2 &amp; Under</td>
<td>Free</td>
</tr>
</tbody>
</table>

Credit card purchases must have photo identification. Bradfield pool accepts Visa, MasterCard, & Discover.
POOL INFORMATION


Summer Pool Rentals Packages (http://www.garlandparks.com/gov/lg/parks/swim_garland/rentals/default.asp)

Swim Program Parent Info (http://www.garlandparks.com/gov/lg/parks/swim_garland/rentals/default.asp)


5. Outdoor Recreation (within 1 mile): Bradfield Park 1220 Castle Drive, Garland [http://www.ci.garland.tx.us/gov/lg/parks/facilities/parks/ab/bradfieldpark/default.asp]
Library Services

Mission Statement
The Nicholson Memorial Library System of Garland, Texas provides free materials, services, programs, facilities and personal assistance to meet recreational, cultural, educational and informational needs of Garland citizens.

Garland Libraries:
Garland has four libraries to serve the community: the Central Library (Central), the North Garland Branch Library (North), the South Garland Branch Library (South) and the Walnut Creek Branch Library (Walnut Creek). Some resources and services are not available at all locations.

A current library card in good standing is required to use many library services, including materials checkout, public computers, online resources, and to borrow an item through interlibrary loan. To obtain a library card, visit any Garland Library and present an unexpired Texas driver’s license or Texas State ID showing your current address. A parent or legal guardian may apply on behalf of a child under the age of 18. For more information, call 972-205-2500.

Garland Libraries offer:

Library Materials & Assistance:
- Professional librarians to assist you at all locations
- Tools to help you discover books and media, great authors, or subject areas that will interest you
- Audiobooks in CD or downloadable format
- Newspapers and magazines in print and online
- Dallas Morning News (1972-) Garland Newspapers (1900-2000); and the New York Times (1854-2008) on microfilm (Central)
- Specialized print and microform materials in genealogy, business, & law at the Central Library as well as online
- Study guides for popular tests in print and online
- A variety of online resources to assist with homework, test prep, job search and resume tools, auto repair, genealogy and many more.
- A Virtual Reference Library giving patrons access to hundreds of reference books online
- Interlibrary Loan Services for Garland residents in case the library does not own the item you need
- Foreign Language materials in Spanish, Vietnamese and Chinese
- GISD textbooks for use in the library (Central)
- City Council documents including the Annual Operating Budget and Capital Improvements program (Central)
- Income Tax forms in the Spring

Technology:
- Computers for public use with librarians to help you get started
- Technology labs for quiet, unassisted, independent use by individuals 18 years of age and older (Central, South)
- Early literacy touch-screen computers for young children, each with over 50 educational software programs
- Dedicated juvenile and teen computer areas
- JAWS screen reader and MAGic magnification software accessible on all public computers
- Librarians and Library Assistants trained to help you use our computers and online resources, including OverDrive, plus popular readers and tablets
- Reserve a computer while you look for books, DVDs and CDs in the library
- Wireless Internet access 24/7 in libraries and in nearby parking areas
- Black & white photocopiers at all locations
- Black & white and color printers at all locations
- Public fax machine (Central, South)
Services

- Scanner (Central)
- Microfilm and fiche reader/printers (Central)

Programs & Events:
- Programs for children, teens, and adults
- Storytimes for children at all branches
- Senior Social Hour for adults 55 and over
- Computer classes for Internet and software applications (Central, South)
- Summer Reading Programs for adults, teens and children

Library Facility Designated Use Areas and Locations:
- Group study rooms for collaboration by two or more people (Central, North, South)
- Quiet study room (no collaboration or computer use allowed) (South)
- Study and research area on the lower level of the Central Library
- Individual study rooms on the lower level of the Central Library
- Children's areas (children accompanied by parents and guardians)
- Teen areas (teens only or teens accompanied by parents and guardians) (Central, South)
- Computer use areas with Internet-enabled PCs (library card required for use)
- Technology labs for quiet, unassisted, independent use by individuals 18 years of age and older (Central, South)
- Vending areas with soda and coffee machines. Please note covered drinks are fine in the libraries, but not food and no drinks without a lid (Central, North, South)
- Library program rooms that may be used by Garland-based organizations when not in use by the library

Friends of the Nicholson Memorial Library System:
- Membership applications to become a Friend of the Library
- The Access Newsletter detailing Library and Friends events
- Friend's magazine recycling table where patrons can make a small donation in exchange for popular magazines
- Book donation boxes for gently used books and media
Bradfield Park

Location

1220 Castle Dr. (http://maps.google.com/maps?q=1220+Castle+Drive,+Garland,+Texas+75040&hl=en&ll=32.922096,-96.616248&spn=0.096655,0.090955&ll=37.0625,-95.677068&sspn=50.956929,74.179688&t=h&z=17)
Garland, Texas 75040

Park Features

- All purpose court – Uplighted
- Baseball complex
- Grills
- Picnic tables
- Playground
- Restrooms
- Tennis courts - Lighted

Park Facilities

- Baseball complex
  - Bradfield Pool (http://www.nmils.lib.tx.us/gov/lq/parks/facilities/parks/ab/bradfieldpark/bradfieldpool.asp)
  - Bradfield Recreation Center (http://www.nmils.lib.tx.us/gov/lq/parks/facilities/parks/ab/bradfieldpark/bradfieldrec.asp)

(https://issuu.com/garlandtx/docs/play_guide_spring_2018)

PLAY ACTIVITY GUIDE

(http://www.playgarland.com)
PLAY ONLINE REGISTRATION

(/gov/lq/parks/map.asp?subCat=10)

PARKS & FACILITIES MAP

(/gov/lq/parks/facres/default.asp)

FACILITY RESERVATIONS

(http://visitor.r20.constantcontact.com/manage/optin?v=001nInsvTYVCuBegQtrjFQYMKI6tYdNz_YAZHC5LLWhEjvqzREhYzbPAQvFXla21wIndAiBjyeUTsjAxyenr1v4a7TSVfj4wjq7P7UsPvRJpVtPwJDHALtFv84fUn4hJ_HDk7GfOMwWusaMGmQBRI37f587N9u0enx5gFotR6Xjfr-)

E-NEWS SIGN-UP

(http://www.garlandtx.gov/default.asp)

Parks & Recreation Administration Office
634 Apollo Road Garland, TX 75040
P: 972-205-2750


We're Social

Facebook (/social.asp)
Twitter (/social.asp)

Powered by Google Translate (http://translate.google.com)

(http://www.civicasoft.com/)
6. Hospital (within 2 miles): Baylor Scott & White Medical Center 2300 Marie Curie Blvd, Garland
https://www.bswhealth.com/locations/garland
TDHCA QAP 11.9 (c) (4) Opportunity Index (B) Notes: All amenities must be operational or have started Site Work at the Pre-Application Final Delivery Date.
Welcome to Baylor Scott & White Medical Center – Garland

After several significant changes to the services offered at Baylor Scott & White Medical Center – Garland over the past several years, and after looking for a new owner for the facility without success, we have made the difficult decision to close the hospital. The last day of operations is projected for Feb. 28, 2018.

This decision was especially difficult because of the rich history we have as a provider of compassionate care to this community. First opening as Memorial Hospital of Garland, and eventually joining our System in 1991, Baylor Scott & White – Garland has delivered high-quality medical services for more than five decades—and will continue to do so until its closing.

We plan to keep the emergency room open until no later than 11:59 p.m. on Feb. 28, 2018. To help facilitate an effective transition, the last day for patient admissions is projected for Feb. 16, 2018. Any inpatients remaining in the Baylor Scott & White – Garland facility on the date of closure will be transferred to an acute care hospital within the Baylor Scott & White System or to the facility of the patient’s choice.

Patients who have procedures scheduled after Feb. 16, 2018, should contact their doctor’s office to reschedule and transfer their care to another location. Patient navigators are standing by at 1.844.279.7589 to assist patients in need of care during the time period approaching the closure. If a patient needs to obtain a copy of his or her medical record before Feb. 28, 2018, please contact the Health Information management department.

https://www.bswhealth.com/locations/garland
department at the hospital by calling 972.497.5080. Please complete this form and bring a copy of your driver’s license. If a patient needs to obtain a copy of his or her medical record after Feb. 28, 2018, please contact the Baylor University Medical Center Health Information Management Department at 214.820.2135.

Although the hospital will be closing, Baylor Scott & White and our affiliates will continue to serve the Garland community through several access points, including family medicine, cardiology, imaging, orthopedics, outpatient rehabilitation and more. Garland residents also have a significant number of health care options within a 12-mile radius of the hospital, including 71 urgent care centers, 48 ambulatory surgery centers, 71 hospitals and 11 freestanding emergency departments.

Find a location near you.

Baylor Scott & White Medical Center – Garland is a fully accredited, acute care hospital serving the residents of Garland and the neighboring communities of Wylie, Rowlett, Sachse, Rockwall, Mesquite and Murphy. Focused on being the best place to give and receive safe, quality, compassionate health care, Baylor Scott & White – Garland works to lead the transformation of health care. The 113-bed hospital offers advanced medical services for heart and vascular, women’s health, neurosciences, stroke, orthopedics, oncology, diagnostic imaging, intensive and emergency care.

Founded as a Christian ministry of healing, Baylor Scott & White Health exists to serve all people through exemplary health care, education, research and community service. Baylor Scott & White – Garland has a rich history of providing safe, quality, compassionate health care to each and every one of the communities we serve.

About

Find out more about us, including facts and stats, leadership, awards and community involvement.

More About Baylor Scott & White – Garland

Specialties
Baylor Scott & White – Garland offers comprehensive services in a variety of specialties to care for the health of your family.

View Our Specialties

Patient Tools

Visiting Baylor Scott & White – Garland soon? From parking to hospital amenities to billing, use our guide to find the tools you need.

View Our Patient Tools
7. Child Care (within 2 miles): Country Club Active Learning 1601 N. County Club Road, Garland
http://www.countryclubkid.com/
Country Club Active Learning School

Country Club Active Learning
2017

ABOUT OUR FACILITY
We are located off of North Country Club Road and East Buckingham/Pleasant Valley Road. Just minutes from Highway 78, 68100 and Flowers Parkway in Garland, Texas. The Child care facility is nestled amongst large trees and an inviting landscape. The center cares for ages 16 months to 12 years. Inside CCAL are colorful and brightly lit classrooms making them each inviting to any child. Staff members are warm, friendly and caring people that share a common interest - happiness of children! Stop by and visit us, anytime. For your convenience, we have included a map below.

About us

http://www.countryclubkid.com/
We Accept Subsidized Programs
Our Hours of Operation are from 6:30 AM to 6:30 PM. We Accept ages 18 Months to 12 Years. We Offer Before & After School Transportation from the Garland ISD schools. Monitored Classrooms are in all Classrooms. There is an onsite swimming pool as well as computer room, homework room (quiet and teacher assistance available), spacious playgrounds, indoor gym and game area (play stations).

CONTACT INFORMATION
Country Club Active Learning School
1601 N Country Club Rd, Garland, TX 75040
972-494-1754
E-mail Us info@countryclubkid.com

Terms of Use | Privacy Statement

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Site Information Form Part III

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

   Site Control: 11.3  Site Plan: 11.299  Appraisal: n/a  ESA: 11.299

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

   Please provide an explanation of any discrepancies in site acreage below:
   [A description of any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development may help the Applicant avoid future amendments.]

2. Site Control - §10.204(10)
   The current owner of the Development Site is (if scattered site & more than one owner refer to Tab 13):

   Harvest Church of God
   Entity Name
   Thomas Zacharias
   Contact Name
   5045 Lorimar Drive, Suite 240
   Address
   P.O. Box 75093
   TX 75093
   8/19/2015
   City State Zip Date of Last Sale

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

   If "Yes," please explain:
   [Blank]

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

   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:

   Name:
   [Blank]

   Relationship:
   [Blank]

   Site Control is in the form of:
   [x] Contract for sale.
   [x] Recorded Warranty Deed with corresponding executed closing/settlement statements.
   [ ] Contract for lease.

   Expiration of Contract or Option: [Blank] Anticipated Closing Date: [Blank]

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

Site Control - §10.204(11)

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

Is land for ingress and/or egress and any easements held separate from the property described in the site control documents?
No

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

Development qualifies for the boost for:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>Qualified Census tract that has less than 20% HTC Units per household</td>
</tr>
<tr>
<td></td>
<td>Development is located in a Small Area Difficult Development Area (SADDA)</td>
</tr>
<tr>
<td></td>
<td>Rural Development <strong>(Competitive HTC only)</strong></td>
</tr>
<tr>
<td></td>
<td>Development is entirely Supportive Housing <strong>(Competitive HTC Only)</strong></td>
</tr>
<tr>
<td></td>
<td>Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan <strong>(Competitive HTC only)</strong></td>
</tr>
<tr>
<td></td>
<td>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. <strong>(Competitive HTC only)</strong></td>
</tr>
<tr>
<td></td>
<td>Development includes an additional 10% of units at 30% AMI. <strong>Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.</strong> <strong>(Competitive HTC only)</strong></td>
</tr>
<tr>
<td>☑</td>
<td>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 B**</td>
</tr>
</tbody>
</table>

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

If a revised form is submitted, date of submission: __________
Support Documentation from Site Information Part III Should be Included Behind this Tab.

- Site Control Documentation
- Title Commitment or Policy
- Each of the Direct Loan exhibits identified below (as applicable)

Increase in Eligible Basis (30% Boost)

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

Site & Neighborhood Standards (New Construction Direct Loan only)
Confirm the following supporting documents are provided behind this tab.

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

- Purchase and Sale Agreement
- Amendment #1
- Escrow Receipt of Deposited Funds
1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

**Seller:** Harvest Church of God

**Address:**
**Phone:**
**Fax:**
**E-mail:**
**Other:**

**Buyer:** AMTEX Multi-Housing, LLC and/or assignees

**Address:** 30141 Agoura Rd, Agoura Hills, CA 91301
**Phone:**
**Fax:**
**E-mail:**
**Other:**

2. **PROPERTY:**

   A. "Property" means that real property situated in Dallas County, Texas at 11.3 acre parcel at 902 Lavon Dr, Garland Texas 75040 (see exhibit A) (address) and that is legally described on the attached Exhibit A or as follows:

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

   (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;

   (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and

   (3) Seller's interest in all licenses and permits related to the Property.

   (Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

   (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

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

   (1) Cash portion payable by Buyer at closing ........................................... $3,100,000.00

   (2) Sum of all financing described in Paragraph 4....................................... $ 0

   (3) Sales price (sum of 3A(1) and 3A(2)) ............................................. $3,100,000.00

(TAR-1802) 1-1-16 Initiated for Identification by Seller [Signature] and Buyer [Signature]
B. Adjustment to Sales Price: (Check (1) or (2) only.)

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

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

(a) The sales price is calculated on the basis of $___________ per:
   ☐ (i) square foot of □ total area □ net area.
   ☐ (ii) acre of □ total area □ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
   ☐ (i) public roadways;
   ☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
   ☐ (iii) ____________________________.

(c) If the sales price is adjusted by more than 5% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 14 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

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

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

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

5. EARNEST MONEY:

A. Not later than 5 days after the effective date, Buyer must deposit $15,000.00 as earnest money with at Commonwealth Title of Texas, Inc. (title company) at 2851 N Harwood St., #260, Dallas, TX 75201 (address); Attn: Sara Soudani and Sharon L Cooper (closers). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ (See Addendum for Special Provisions) with the title company to be made part of the earnest money on or before:
   ☐ (i) _________ days after Buyer's right to terminate under Paragraph 7B expires, or
   ☐ (ii) _________

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

6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

☐ a) will not be amended or deleted from the title policy.

☒ b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☒ Seller.

(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 14 days after the effective date:

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

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

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

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

(1) Within 30 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason prior to April 1st, 2018 (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $100.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

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

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

D. Property Information:

(1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer:

☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;

☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

☐ (d) copies property tax statements for the Property for the previous 2 calendar years;

☐ (e) plats of the Property;

☐ (f) copies of current utility capacity letters from the Property’s water and sewer service provider; and

☐ (g)______________________________________________

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

☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;

☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and

☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

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

(1) any failure by Seller to comply with Seller’s obligations under the leases;

(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;

(3) any advance sums paid by a tenant under any lease;

(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(TAP 1800) 1 1-16 Initiated for Identification by Seller: [Signature] and Buyer: [Signature]
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1936 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Greg Langston

Agent: Mike Kennedy

Address: Avision Young - Texas, LLC
5910 North Central Expressway, Dallas, TX 75208

Phone & Fax: 214-268-3142

E-mail: michael.kennedy@avisionyoung.com

License No.: 5002732

Cooperating Broker: 

Agent: ALT + CO

Address: 

Phone & Fax: 

E-mail: 

License No.: 

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

Cooperating Broker represents Buyer.

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

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

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

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

Principal Broker a total cash fee of:

☐ _____% of the sales price.

☐ 

Cooperating Broker a total cash fee of:

☐ _____% of the sales price.

☐ 

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

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

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

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) □ ___________ days after the expiration of the feasibility period.
   ☑ September 12th, 2018 (specific date).
   □
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

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

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

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

(TAR-1832) 1-1-16 Initiated for Identification by Seller and buyer
E. Notices under this Paragraph 18 must be sent by certified mail; return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

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

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

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

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

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

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

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

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

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

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

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

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

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on October 6th, 2017, the offer will lapse and become null and void.

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

Seller: Harvest Church of God

By: __________________________

By (signature): __________________________

Printed Name: THOMAS ZACHARIAS

Title: PRESIDENT

Buyer: AMTEX Multi-Housing, LLC

By: __________________________

By (signature): __________________________

Printed Name: Arjun Nagarkatti

Title: President

By: __________________________

By (signature): __________________________

Printed Name: __________________________

Title: __________________________
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay Avison Young - Texas, LLC (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ $__________ or
☐ ________% of the sales price, or
☒ 50% of the Principal Broker's fee.

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

Principal Broker: Greg Langston/ Avison Young - Texas, LLC

Cooperating Broker:

By:__________________________________________

By:__________________________________________

ATTORNEYS

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<th>Seller's attorney:</th>
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Seller's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Buyer.
☐ Seller sends to Buyer.
Exhibit A

Property Lot and Block Numbers:

Address: 902 LAVON DR
1: WILLIAM TURNER ABST 1483 PG 520
2: TR 20.1 ACS 7.5657

Address: 138 CASTLE DR
1: WILLIAM TURNER ABST 1483 PG 520
2: TR 20 ACS 3.12

Address: 1014 LAVON DR
1: SHOREHAVEN VILLAGE 2
2: TR C ACS 0.6143
COMMERICAL CONTRACT SPECIAL PROVISIONS ADDENDUM
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

902 Lavon Drive, Garland, TX

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract:

A. On December 1, 2017 following the opening of escrow, unless Buyer has cancelled before then, Buyer will release from escrow $5,000 to the Seller. All deposits in escrow are refundable to Buyer (minus $100 independent consideration), until released to Seller. Once deposits are released to Seller, they are nonrefundable, but applicable to purchase price.

B. On January 31, 2018 following the opening of escrow, unless Buyer has cancelled before then, Buyer will release from escrow $10,000 to the Seller. All deposits in escrow are refundable to Buyer (minus $100 independent consideration), until released to Seller. Once deposits are released to Seller, they are nonrefundable, but applicable to purchase price.

C. On April 18, 2018 following the opening of escrow, unless Buyer has cancelled before then, Buyer will release from escrow $10,000 to the Seller. All deposits in escrow are refundable to Buyer until released to Seller. Once deposits are released to Seller, they are nonrefundable, but applicable to purchase price.

D. On August 10, 2018 following the opening of escrow, unless Buyer has cancelled before then, Buyer will release from escrow $15,000 to the Seller. All deposits in escrow are refundable to Buyer until released to Seller. Once deposits are released to Seller, they are nonrefundable, but applicable to purchase price.

E. Feasibility Period: Within five (5) days of the mutual execution of a Purchase and Sale Agreement, Seller shall provide to Buyer all documentation, with conditions, reports, maps, books and records, lease(s) and any amendments thereto, studies and information it holds with respect to the Property and shall authorize and instruct its engineers and outside consultants to share with Buyer such knowledge or information they have developed with respect to the Property, if any. Buyer shall have Until April 18, 2018 (Feasibility Period) to conduct its feasibility and financial study thereof. During the Feasibility Period, Buyer, at its own expense, may retain engineers, contractors, soils, environmental, and geological consultants, architects, and any other advisors the Buyer, in its sole discretion, deems appropriate in order to determine if the Property is suitable for Buyer. If, by the end of the Feasibility Period in Buyer's sole opinion the Property is not satisfactory, all rights and obligations under the Purchase and Sale Agreement shall, at the sole election of Buyer, terminate and the deposits previously made into escrow shall be returned to Buyer by escrow. In the event Buyer requests the cancellation of escrow on or before the end of the Feasibility Period, for any reason, escrow agent is irrevocably instructed to cancel escrow in its entirety, and release all deposits, less applicable independent consideration, to Buyer. The Seller and Buyer fully acknowledges that the cancellation shall be without liability to escrow agent and shall be immediate and without notice to or further instruction from Buyer and Seller, notwithstanding any unilateral conflicting instructions submitted by Buyer or Seller to the contrary.

F. Extensions To Close of Escrow: Seller grants Buyer FOUR 30-Day extensions to the Close of Escrow. If Buyer chooses the extensions Buyer will release $15,000 per each extension from escrow to the Seller, nonrefundable, but applicable to purchase price.

G. TDHCA Commitment: Closing is dependent on Buyer obtaining from the Texas Department of Housing and Community Affairs a commitment of Housing Tax Credit financing in the amount sufficient to finance the development of a multifamily development on the Property.
H. Entitlement: Buyer to receive all City of Garland entitlements needed for an affordable housing development, including rezoning. Seller agrees to cooperate with Buyer in submitting all necessary applications to appropriate government agency(ies) at no cost to Seller. Seller shall deliver property to Buyer at close of escrow free and clear of any and all rights of possession and/or surface rights to the property. Property will convey with terms of all existing leases.

I. Access: Seller hereby grants to Buyer, its agents, assignees, employees, and nominees the right to enter onto the Property upon 24 hours prior notice for the purpose of doing or causing to be done any engineering, environmental surveying, or related work as may be required by Buyer. Said access shall be during normal business hours.

J. Rollback Taxes: Seller will be responsible any rollback taxes on this property.

K. Closing Costs and Prorations: Escrow costs shall be borne equally by Buyer and Seller, except the Seller shall pay all documentary transfer taxes. Current non-delinquent real property taxes and assessments shall be prorated between Buyer and Seller as of the close of escrow on the basis of a three hundred and sixty day year.

L. Assignee Privilege: Seller grants the right to Buyer to assign the Purchase and Sale Agreement over to the Assignee at any time during the escrow period, as long as the Assignee is an entity of AMTEX.

Seller: HARVEST CHURCH OF GOD
By (signature): 
Printed Name: Thom as Zachariah
Date: 10-13-2017

Buyer: AMTEX Multi-Housing, LLC
By (signature): 
Printed Name: Arjun Nagarkatti
Date: Dec 2, 2017
SECOND ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY BETWEEN
Harvest Church of God ("Seller"), and
AMTEX Multi Housing, LLC ("Buyer")

This Second Addendum (this "Second Addendum") to Commercial Contract – Unimproved Property (the "Contract") between Harvest Church of God ("Seller") and AMTEX Multi-Housing, LLC, a Texas limited liability company ("Buyer") is incorporated into the terms of the Contract. If there is any conflict between the terms of this Addendum and the Contract the terms of this Addendum govern.

1. Defined Terms. In addition to the definitions set forth in the pre-printed terms of the Contract, the following capitalized terms are defined as follows:

(a) Closing Date or closing date. The closing date as defined in Paragraph 10.A.

(b) Commitment. The title commitment to be delivered by Seller to Buyer under Paragraph 6.A.(3) of the Contract, which covers only the Property.

(c) Effective Date or effective date. The effective date as described in Paragraph 24 of the Contract.

(d) Feasibility Period or feasibility period. The feasibility period as defined in Paragraph E of the Special Provisions Addendum.

(e) Title Company or title company. The title company identified in Paragraph 5.A.

2. Modifications to the Pre-printed Terms of the Contract. The Contract provisions are revised as follows:

(a) Paragraph 2.B.: The first phrase of Paragraph 2.B. is deleted in its entirety and replaced with the following: “Seller will sell and convey the Property together with all of Seller’s right, title and interest in the following”

(b) Paragraph 4.A.: Paragraph 4.A. is amended so that subparagraph (1) is marked as applicable, and thus, the Contract is not contingent upon Buyer obtaining third party financing.

(c) Paragraph 5.C.: Paragraph 5.C. is deleted in its entirety and replaced by the following: “The Title Company shall deposit the earnest money in an interest-bearing account at a federally insured financial institution and all interest earned thereon shall become part of the earnest money.”

(d) Paragraph 6.A.(2)(b): The Buyer shall pay to amend the title policy to read “shortages in area”.

(e) Paragraph 6.C. is deleted in its entirety and replaced by the following:

(i) Buyer’s Objection Period. Buyer shall have until 5:00 p.m. on the thirtieth (30th) day following the receipt of the Commitment, copies of all underlying documents, and the Survey ("Buyer’s Objection Period") to specify in writing to Seller those, copies of all underlying documents, items reflected on the Commitment and the Survey that Buyer finds objectionable ("Objections"). Any item not timely specified by Buyer as an Objection shall be deemed a "Permitted Exception" and will be shown as a reservation from or exception to the warranty of title in the special warranty deed.
(ii) **Seller's Cure.** Within ten (10) business days following written notice from Buyer of the Objections ("Cure Period"), Seller, at Seller's option and sole discretion, may correct or remove any, all or none of such Objections, give Buyer written notice thereof, and instruct the Title Company to deliver to Buyer an amended Commitment reflecting the correction or deletion of any such matters. If Seller fails to deliver written notice within the Cure Period, then Seller is deemed to have elected not to cure any Objection.

(ii) **Uncorrected Objections.** If Seller elects (or is deemed to elect) not to satisfy any Objections prior to Closing, then Buyer, in its sole discretion and as its sole remedy in such circumstance, may:

(A) Terminate this Contract by giving Seller written notice on or before the earlier of the (i) expiration of Feasibility Period, or (ii) ten (10) days after the earlier of (a) the expiration of the Cure Period or (b) delivery of written notice from Seller that Seller cannot or will not correct the Objections, in which event the earnest money shall be returned to Buyer and both parties shall be released from all further obligations under this Contract, save and except for those obligations that by their express terms are intended to survive the Closing expiration or termination of this Contract; or

(B) Elect to purchase the Property subject to the Objections not so corrected, in which event the uncorrected Objections shall be deemed waived by Buyer and shall thereafter be Permitted Exceptions under this Contract. If Buyer fails to give such written notice of termination within the period specified in subparagraph (A) above, Buyer shall be deemed to have elected to waive the Objections not corrected and to accept such exceptions as Permitted Exceptions.

(f) **Paragraph 7.B.:** The following added to the end of Paragraph 7.B.:

(3) **Indemnification.** Buyer shall indemnify and hold Seller and its mortgagee, their respective partners and affiliates, and each of their respective partners, officers, employees and agents (collectively, the "Indemnified Parties") harmless against any liabilities or expenses (including reasonable attorneys' fees and litigation costs) and judgments of any nature arising from or in connection with any bodily injury to, or death of, any person, or damage to property relating to its entry onto the Property or any activities conducted by Buyer or its representatives on the Property or with respect to the Property on or before the Closing Date. This indemnity shall not apply to the negligence or willful misconduct of the Indemnified Parties. The provisions of this Paragraph 7.B.(4) shall survive the Closing or any termination of this contract.

(4) **Buyer Insurance.** Buyer shall maintain, and shall cause its representatives to maintain, not less than Two Million Dollars ($2,000,000.00) commercial general liability insurance with contractual liability endorsement which insures Buyer's indemnity obligations set forth in Paragraph 7.B.(3) above subject to the policy's standard terms and conditions and naming Seller as an additional insured. Buyer shall provide Seller with evidence of insurance coverage prior to any entry onto the Property.

(5) **Return of Property Information.** If this Contract terminates for any reason, Buyer will, not later than 10 days after written request from Seller, (i) return to Seller any counterparts of any documents related to the Property that Seller delivered to Buyer, and (ii) deliver to Seller copies of any phase 1 environmental site assessment or geotechnical engineering report covering the Property and prepared by a third party and prepared for Buyer, such delivery to be made without any representation or warranty by Buyer.
Paragraph 7.B.(5) survives termination of this Contract.

(0) Intentionally deleted.

(g) Paragraph 7.D.: Paragraphs 7.D.(1)(a) and (1)(b) are deleted in their entirety.

(h) Paragraph 8: Paragraph 8 is deleted in its entirety.

(i) Paragraph 9.C.: Paragraph 9.C. is deleted in its entirety and replaced by the following:

Seller and Buyer each represent and warrant that there are no brokers involved in this transaction other than as identified in Paragraph 9.A.. If any broker asserts a claim for compensation based upon any actual or alleged communication with Buyer or Seller, then the party through whom that broker makes its claim shall indemnify and hold the other party (for purposes of this Paragraph 9, the "Indemnified Party") harmless from and against that claim, and all damages and expenses (including without limitation, reasonable attorneys' fees and court costs), incurred as a result by the Indemnified Party. This provision shall survive the closing or termination of this Contract.

(j) Paragraph 10.C.: Paragraph 10.C. is deleted in its entirety and replaced by the following:

At closing, Seller will execute and deliver, at Seller's expense, a special warranty deed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property at closing:

(1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price unless securing loans Buyer assumes or caused by the activities of Buyer or its agents; and

(2) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except as otherwise shown in the Commitment and Survey as approved (or deemed approved) by Buyer under Paragraph 6.


(l) Paragraph 10.E.: Paragraphs 10.E.(3) and 10.E.(4) are deleted in their entirety.

(m) Paragraph 10.F.: Paragraph 10.F. is deleted in its entirety.

(n) Paragraph 11: Paragraph 11 is deleted in its entirety and replaced by the following:

POSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition, ordinary wear and tear excepted. Until closing, Seller will operate the Property in the same manner as on the effective date. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement creates a tenant at sufferance relationship between the parties.

(o) Paragraph 13.A.: Paragraph 13.A.(1) is amended by adding the following phrase to end of the clause: "or liens created by Buyer or its agent."


(r) Paragraph 15: Paragraph 15 is deleted in its entirety and replaced by the following:

15. DEFAULT:

A. If Buyer fails to comply with this contract, Seller delivers written notice of such default to Buyer (except no written notice is required in connection with Buyer's obligations under Paragraph 10), and Buyer fails to cure such default within ten (10) days of such notice, then Buyer is in default and Seller may, as its sole and exclusive remedy, terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract.

B. If Seller fails to comply with this contract, Buyer delivers written notice of such default to Seller (except no written notice is required in connection with Seller's obligations under Paragraph 10), and Seller fails to cure such default within ten (10) days of such notice, then Seller is in default and Buyer may:

1. enforce this contract by specific performance by filing suit within 30-days after the scheduled Closing Date, provided if such limitation on the time period to file suit is prohibited or limited by law, the time period shall be extended to the minimum limitation period allowed by law; or

2. terminate this contract and receive the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7.B.(1), as liquidated damages, thereby releasing the parties from this contract.

(s) Paragraph 21: Paragraph 21 is deleted in its entirety.


(a) Section E is amended to clarify that any amounts released to Seller pursuant to subsection A through D and subsection F are non-refundable to Buyer even if Buyer timely terminates the contract in accordance with the provisions of Section E.

(b) Section H is amended to provide that in no event shall any such entitlements become effective until after Closing.

(c) Section J is amended by replacing the reference to "Seller" with "Buyer".

4. Miscellaneous

(a) All references to the term "Contract" hereafter shall refer to the executed pre-printed form of the Contract, the Special Provisions Addendum, and this Second Addendum.

(b) The Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that the Contract and any subsequent amendment hereto may be delivered by facsimile transmission (or other digital transmission) to the other party or its counsel and that signatures so transmitted constitute original signatures and are binding on the party so signing. After any such transmission, the parties shall further deliver between themselves actual originally signed counterparts of the Contract or such amendments, as the case may be, but such further delivery, or failure thereof, shall not
affect the validity or timing of this the Contract or any such amendment.

(c) The Contract superscedes all prior agreements and understandings, written and oral, between the parties hereto relating to the subject matter hereof, including, without limitation, any so-called letters of intent executed by one or both of the parties.

(d) No waiver of any provision or condition of the Contract by any party shall be valid unless in writing and signed by such party. No waiver of a provision shall be taken as a waiver of any other similar provision or of any future event, act or default. Any provision, condition or term hereof established primarily for the benefit of one party hereto may be waived by such party with or without notice, which waiver may be made retroactively. The Contract has been fully discussed, negotiated and revised between the parties and no one party shall be treated as the dominant drafter hereof.

(e) THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CONTRACT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWRALS, SUPPLEMENTS OR MODIFICATIONS TO THIS CONTRACT. IN THE EVENT OF LITIGATION, THIS CONTRACT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(f) The parties acknowledge that each party and its counsel has reviewed and revised the Contract, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract or any amendments or exhibits hereto.

(g) References to “business days” herein shall mean any day except Saturday, Sunday or a day on which commercial banks located in the State of Texas, are authorized or required by law to be closed for business. If the Closing Date or the day for performance of any act required under the Contract falls on a day which is not a business day, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

(h) Buyer agrees that if it closes on the acquisition of the Property, such acquisition is subject to the following provisions:

(i) EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TRUTH, ACCURACY, COMPLETENESS METHODOLOGY OF PREPARATION OR OTHERWISE CONCERNING ANY INFORMATION SUPPLIED TO BUYER IN CONNECTION WITH BUYER’S INSPECTION OF THE PROPERTY (E.G., THAT SUCH MATERIALS ARE COMPLETE, ACCURATE OR THE FINAL VERSION THEREOF, OR THAT SUCH MATERIALS ARE ALL OF SUCH MATERIALS AS ARE IN SELLER’S POSSESSION). EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, IT IS THE PARTIES’ EXPRESS UNDERSTANDING AND AGREEMENT THAT ANY DUE DILIGENCE MATERIALS OR OTHER MATERIALS THAT BUYER IS ALLOWED TO REVIEW ARE PROVIDED ONLY FOR BUYER’S CONVENIENCE IN MAKING ITS OWN EXAMINATION AND DETERMINATION AS TO WHETHER IT WISHES TO PURCHASE THE PROPERTY, AND, IN DOING SO, BUYER SHALL RELY EXCLUSIVELY ON ITS OWN INDEPENDENT INVESTIGATION AND EVALUATION OF EVERY ASPECT OF THE PROPERTY AND NOT ON ANY DUE DILIGENCE MATERIALS OR OTHER MATERIALS SUPPLIED BY SELLER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, BUYER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH DUE DILIGENCE MATERIALS OR OTHER MATERIALS PROVIDED TO IT BY
SELLER IN CONNECTION WITH ITS INSPECTION AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION.

(ii) EXCEPT WITH RESPECT TO SELLER’S REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS CONTRACT, BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY BASED SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY AND THAT BUYER WILL BE PURCHASING THE PROPERTY "AS IS" AND "WITH ALL FAULTS" BASED UPON THE CONDITION OF THE PROPERTY AS OF THE DATE OF THIS CONTRACT. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER. WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, TITLE, THE EXISTENCE OR NONEXISTENCE OF HAZARDOUS MATERIALS, WATER OR WATER RIGHTS, DEVELOPMENT RIGHTS, TAXES, BONDS, COVENANTS, CONDITIONS AND RESTRICTIONS, TOPOGRAPHY, DRAINAGE, SOIL, SUBSOIL, UTILITIES, ZONING, OR OTHER RULES AND REGULATIONS AFFECTING THE PROPERTY. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER’S CONSULTANTS IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED BY SELLER. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INSPECTIONS AND INVESTIGATIONS.

(iii) Buyer’s failure to terminate this contract prior to the expiration of the Feasibility Period shall be deemed an acknowledgment by Buyer that Buyer has inspected the Property, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all of the information related to the Property delivered by Seller to Buyer and to the extent not specifically set forth herein, Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Property furnished by Seller, Seller’s affiliates, their agents or representatives, any real estate broker, or other person. Except as expressly provided in Paragraph 19.B of the Contract, BUYER HEREBY FOREVER RELEASES AND DISCHARGES SELLER FROM ALL RESPONSIBILITY AND LIABILITY, INCLUDING WITHOUT LIMITATION, LIABILITIES UNDER ANY ENVIRONMENTAL LAWS, REGARDING THE CONDITION (INCLUDING THE PRESENCE IN THE SOIL, AIR, STRUCTURES AND SURFACE AND SUBSURFACE WATERS, OF HAZARDOUS MATERIALS OR OTHER MATERIALS OR SUBSTANCES THAT HAVE BEEN OR MAY IN THE FUTURE BE DETERMINED TO BE TOXIC, HAZARDOUS, UNDESIRABLE OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIALLY TREATED, HANDLED OR REMOVED FROM THE PROPERTY UNDER
CURRENT OR FUTURE FEDERAL, STATE AND LOCAL LAWS,
REGULATIONS OR GUIDELINES), VALUATION, SALABILITY OR UTILITY OF
THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER.
Except as expressly provided in Paragraph 19.8 of the Contract, BUYER
FURTHER HEREBY WAIVES (AND BY CLOSING THIS TRANSACTION WILL
BE DEEMED TO HAVE WAIVED) ANY AND ALL OBJECTIONS TO OR
COMPLAINTS REGARDING (INCLUDING, BUT NOT LIMITED TO, FEDERAL,
STATE AND COMMON LAW BASED ACTIONS), OR ANY PRIVATE RIGHT OR
ACTION UNDER, STATE AND FEDERAL LAW TO WHICH THE PROPERTY IS
OR MAY BE SUBJECT, INCLUDING, BUT NOT LIMITED TO,
ENVIRONMENTAL LAWS, PHYSICAL CHARACTERISTICS AND EXISTING
CONDITIONS, INCLUDING, WITHOUT LIMITATION, STRUCTURAL AND
GEOLGIC CONDITIONS, SUBSURFACE SOIL AND WATER CONDITIONS
AND SOLID AND HAZARDOUS WASTE AND HAZARDOUS MATERIALS ON,
UNDER, ADJACENT TO OR OTHERWISE AFFECTING THE PROPERTY,
EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, BUYER
FURTHER HEREBY ASSUMES THE RISK OF CHANGES IN APPLICABLE
LAWS AND REGULATIONS RELATING TO PAST, PRESENT AND FUTURE
ENVIRONMENTAL CONDITIONS ON THE PROPERTY AND THE RISK THAT
ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING,
WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS MATERIALS OR
OTHER CONTAMINANTS, MAY NOT HAVE BEEN REVEALED BY ITS
INVESTIGATION.

(iv) THIS PARAGRAPH 4(h) IS MADE A PART OF THE CONTRACT AND SHALL
SURVIVE CLOSING.
SELLER:

HARVEST CHURCH OF GOD

By: [Signature]
Name: THOMAS ZACHARIY
Title: PRESIDENT
Date: 10-29-17

BUYER:

AMTEX MULTI-HOUSING, LLC

By: [Signature]
Name: ARJUN NAGARKATTI
Title: PRESIDENT
Date: OCT 26, 2017
November 27, 2017

Mr. Mike Kennedy
Avison Young
5910 N Central Expressway, Ste 800,
Dallas, TX 75206

RE:   AMENDMENT #1 TO PURCHASE CONTRACT
902 Lavon Garland
Garland, TX 75040
Escrow GF# 2211010313

1. Per Special Provisions Section A, Buyer and Seller agree to extend the release of the $5,000 from December 1, 2017 until December 15, 2017.

2. All other aspects of the contract remain the same.

Respectfully submitted,

BUYER:

AMTEX Multi-Housing, LLC

By: Arjun Nagarkatti

Title: President
Date: November 27, 2017

Accepted by:

SELLER:

Harvest Church Of God

By: Thomas Zachariah

Title: President
Date: 11-27-17
Mark,

Please find the attached contract regarding the above-referenced file. There was no page for the title company to receipt the contract. I can confirm to you that we have $15,000 in earnest money that was deposited on October 27, 2017.

Thank you,

Amanda Johnson

Commonwealth Title of Dallas, Inc.
2651 N. Harwood Street, Suite 260
Dallas, TX 75201
214-855-8410

From: Mark Morgan [mailto:mmorgan@AmcalHousing.com]
Sent: Monday, January 8, 2018 12:15 PM
To: Johnson, Amanda <Amanda.Johnson@cltlit.com>
Cc: Lisa Davis <Idavis@AmcalHousing.com>
Subject: file no. 2211010313

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

please resend receipted contract

Mark
Title Commitment
COMMITMENT FOR TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company

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

We (COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Signature]
President

Attest: [Signature]
Secretary

CONDITIONS AND STIPULATIONS

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

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

SCHEDULE A

Effective Date: October 26, 2017
Commitment No.: Not Applicable    issued: November 6, 2017

GF. No. 2211010313

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: $3,100,000.00
       PROPOSED INSURED: AMTEX Multi-Housing, LLC and/or assignees
   
   (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: AMTEX Multi-Housing, LLC and/or assignees
       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:

Harvest Church of God, a Texas non-profit corporation
4. Legal description of land:

BEING a tract of land situated in the William Turner Survey, Abstract No. 1483, City of Garland, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set 1/2 inch rod at the most Northwesterly corner of ROSEWOOD TERRACE, an Addition to the City of Garland, Texas, as recorded in Volume 45, Page 59 of the Map Records of Dallas County, Texas, said point also being in the East line of Lavon Drive;

THENCE North 01 degrees 26 minutes 30 seconds East (Basis of Bearings) .317.12 feet along said East line of Lavon Drive to a cut "X" in concrete light base for corner;

THENCE North 89 degrees 32 minutes 23 seconds East (North 89 degrees 30 minutes 36 seconds East in Deed), 125.02 feet to a found 1/2 inch iron rod for corner;

THENCE North 01 degrees 31 minutes 13 seconds East, 125.07 feet (North 01 degrees 27 minutes 42 seconds East. 125.31 feet in Deed) to a found 1/2 inch iron rod:

THENCE South 89 degrees 31 minutes 45 seconds West, 125.24 feet (South 89 degrees 23 minutes 36 seconds West, 125.07 feet in Deed) to a found 1/2 inch iron rod in the East line of Lavon Drive;

THENCE North 01 degree 28 minutes 59 seconds East, 57.10 feet to set 1/2 inch iron rod for corner;

THENCE South 89 degrees 29 minutes 16 seconds East, 358.40 feet to a set 1/2 inch iron rod for corner;

THENCE North 00 degrees 30 minutes 50 seconds West (North 00 degrees 31 minutes 21 seconds West in Deed), 366.10 foot to a set rod nail in the South line of Caetleo Drive;

THENCE North 89 degrees 29 minutes 51 seconds East (North 89 degrees 30 minutes 37 seconds East in Deed), 378.06 feet along said South line to a set P.K. Nail for corner;

THENCE South 00 degrees 31 minutes 54 seconds East, 842.85 feet to a set 1/2 inch iron rod for corner;

THENCE South 45 degrees 26 minutes 12 seconds West, 21.40 feet to a set 1/2 inch iron rod for corner;

THENCE South 89 degrees 28 minutes 00 seconds West, 739.37 feet to a Place of Beginning and containing 492,228.89 square feet or 11.300 acres of land.

Said property includes Tract C of Shorehaven Village, Second Installment an Addition to the City of Garland, Dallas County, Texas, according to the map thereof recorded in Volume 382, Page 1146 of the Map Records of Dallas County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):

   Volume 387, Page 1252, Real Property Records, Dallas County, Texas

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. Rights of tenants in possession under unrecorded leases or rental agreements (this exception may be amended or deleted upon receipt of an acceptable Owner's Affidavit).

11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

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

13. Any portion of the Land located within the boundaries of any roadway or highway.

14. The following as shown on plat recorded in Volume 382, Page 1146, Map Records, Dallas County, Texas:

   10 foot utility easement.

15. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 17, 2015, recorded August 19, 2015 at under Clerk's File No. 201500221528 of the Official Records of Dallas County, Texas, which document contains the following language "...all oil, gas and other minerals...". Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy. Unless you disapprove 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 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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

6. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

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

   Dated: August 17, 2015  
   Grantor: Garvon, Inc.  
   Grantee: Harvest Church of God  
   Note Amount: $325,000.00  
   Payable to: Prosperity Bank  
   Recording Date: August 19, 2015  
   Recording No.: under Clerk's File No. 201500221528, Real Property Records, Dallas County, Texas

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

   To: David Zalman, Trustee  
   Recording Date: August 19, 2015  
   Recording No: under Clerk’s File No. 201500221529, Real Property Records, Dallas Countv, Texas

Commonwealth Land Title insurance Company  
Commitment For Title insurance - T-7 (Rev. 01/01/2014)
8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the church named below:

Name of Church: Harvest Church of God

a) Proof of incorporation from the state or other place of incorporation

b) A copy of its discipline, by-laws or other regulations authorizing real estate transactions

c) A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to represent the church

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

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

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

Limited Liability Company: AMTEX Multi-Housing, LLC

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

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

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

10. The following note is for informational purposes only:

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

None found of record.

The last Deed found of record affecting the Land was recorded August 19, 2015 at under Clerk's File No. 201500221528, Real Property Records, Dallas County, Texas, wherein the grantee acquired the subject property.
11. **Note:** The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: AMTEX Multi-Housing, LLC

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

The buyer's name has been checked and nothing has been found.

12. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

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

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

13. Upon receipt of a survey acceptable to Company and upon payment of all the expenses in connection with the survey and the applicable premium, if any, Item 2 of Schedule B will be deleted except for "shortages in area," subject to any additional exceptions revealed by the survey.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment. The issuing Title Insurance Company, Commonwealth Land Title Insurance Company, is a Florida corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   Shareholders: Chicago Title Insurance Company, which is owned 100% by Fidelity National Title Group, Inc. which is owned 100% by Fidelity National Financial, Inc.
   Directors: Raymond Randell Quirk, Anthony John Park, Roger S. Jewkes, Theodore L. Kessner, Erika Meinhardt
   Officers: President, Raymond Randell Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. Commonwealth Title of Dallas, Inc.
   a. A listing of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Commonwealth Land Title Insurance Company owns 100% of Commonwealth Title of Dallas, Inc.
   b. A listing of each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Commonwealth Land Title Insurance Company owns 100% of Commonwealth Title of Dallas, Inc.
   c. If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent

   Directors: Anthony John Park, Raymond Randell Quirk
   Officers: Chairman of the Board, President and Chief Executive Officer, Raymond Randell Quirk; President, Ronald Keith Williams; Executive Vice President and Chief Financial Officer, Anthony John Park; Executive Vice President, Legal and Corporate Secretary, Michael Louis Gravelle; Senior Vice President and Treasurer, Daniel Kennedy Murphy

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

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

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

   You are further advised that the estimated title premium is:
   Owner's Policy
   Loan Policy
   Endorsements
   Other
   Total $

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

   The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

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

The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

Texas Title Insurance Information
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-4303 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3430.

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

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

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

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

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

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

The Arbitration provision in the Policy is as follows:

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

________________________________________  ______________________________________
SIGNATURE                                    DATE
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

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

<table>
<thead>
<tr>
<th>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</th>
<th>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>When Information is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
</tr>
<tr>
<td>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</td>
<td>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
</tr>
<tr>
<td>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</td>
</tr>
<tr>
<td>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</td>
</tr>
<tr>
<td>Access and Correction: Contact Us. If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</td>
<td></td>
</tr>
</tbody>
</table>

Effective May 1, 2015; Last updated March 1, 2017

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Privacy Outside the Website
The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of these other websites.
International Users
FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

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

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

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

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

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

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

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# Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

**Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>1</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Street Address**

<table>
<thead>
<tr>
<th>1</th>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

**Contact Name for Previous Seller**

<table>
<thead>
<tr>
<th>1</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

**Seller Address**

<table>
<thead>
<tr>
<th>1</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

[ ]

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?**

[ ]

**If yes above, describe relationship:**

[ ]

**Contract includes more than one tract/lot. Address, legal description, and acreage are below.**

<table>
<thead>
<tr>
<th>1</th>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<th>1</th>
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</thead>
<tbody>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>2</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Street Address**

<table>
<thead>
<tr>
<th>2</th>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

**Contact Name for Previous Seller**

<table>
<thead>
<tr>
<th>2</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

**Seller Address**

<table>
<thead>
<tr>
<th>2</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

[ ]

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?**

[ ]

**If yes above, describe relationship:**

[ ]

**Contract includes more than one tract/lot. Address, legal description, and acreage are below.**

<table>
<thead>
<tr>
<th>2</th>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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If a revised form is submitted, date of submission: [ ]
Elected officials were identified in the *Pre-Application*, and there have been no changes.  
(If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Official</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pete Sessions</td>
<td>32</td>
</tr>
<tr>
<td><strong>US Representative</strong></td>
<td></td>
</tr>
<tr>
<td>Don Huffines</td>
<td>16</td>
</tr>
<tr>
<td>State Senator</td>
<td></td>
</tr>
<tr>
<td><strong>Not Included with Application</strong></td>
<td></td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
<tr>
<td>Douglas Athas</td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
</tr>
<tr>
<td>Angie Chen Button</td>
<td>112</td>
</tr>
<tr>
<td>State Representative</td>
<td></td>
</tr>
<tr>
<td><strong>Included with Application</strong></td>
<td></td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
<tr>
<td>Clay Lewis Jenkins</td>
<td></td>
</tr>
<tr>
<td>County Judge</td>
<td></td>
</tr>
</tbody>
</table>

Dr. Ricardo Lopez                      | Garland ISD | A/01@garlandisd.net |
**School Superintendent**              | **District Name** | **Email**         |
P.O. Box 469026                        | Garland      | 75046              |
**Address**                            | **City**     | **Zip**            |
Larry H. Glick                         |             | iglick@garlandisd.net |
**Presiding officer of Board of Trustees** |            |                    |
P.O. Box 459026                        | Garland      | 75046              |
**Address**                            | **City**     | **Zip**            |

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
<table>
<thead>
<tr>
<th>Elected Officials (Continued)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>David Gibbons</td>
<td>1</td>
<td><a href="mailto:Council1@GarlandTX.gov">Council1@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Anita Goebel</td>
<td>2</td>
<td><a href="mailto:Council2@GarlandTX.gov">Council2@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Jerry Nickerson</td>
<td>3</td>
<td><a href="mailto:Council3@GarlandTX.gov">Council3@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>B.J. Williams</td>
<td>4</td>
<td><a href="mailto:Council4@GarlandTX.gov">Council4@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Rich Aubin</td>
<td>5</td>
<td><a href="mailto:Council5@GarlandTX.gov">Council5@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Robert Vera</td>
<td>6</td>
<td><a href="mailto:Council6@GarlandTX.gov">Council6@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Scott LeMay</td>
<td>7</td>
<td><a href="mailto:Council7@GarlandTX.gov">Council7@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Robert John Smith</td>
<td>8</td>
<td><a href="mailto:Council8@GarlandTX.gov">Council8@GarlandTX.gov</a></td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Dr. Theresa Daniel</td>
<td>1</td>
<td><a href="mailto:Theresa.Daniel@dallascounty.org">Theresa.Daniel@dallascounty.org</a></td>
</tr>
<tr>
<td>County Commissioner</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Mike Cantrell</td>
<td>2</td>
<td><a href="mailto:Mike.Cantrell@dallascounty.org">Mike.Cantrell@dallascounty.org</a></td>
</tr>
<tr>
<td>County Commissioner</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>John Wiley Price</td>
<td>3</td>
<td>214-653-6671</td>
</tr>
<tr>
<td>County Commissioner</td>
<td></td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Dr. Elba Garcia</td>
<td>4</td>
<td><a href="mailto:Elba.GarciaODS@dallascounty.org">Elba.GarciaODS@dallascounty.org</a></td>
</tr>
<tr>
<td>County Commissioner</td>
<td></td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>
# 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>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<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 (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;
- President 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;
- President 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

Arjun Nagarkatti, President

Printed Name

1/25/2018

uate
CERTIFICATION OF NOTIFICATIONS (continued)

California,  
Notary Public, State of  
Los Angeles,  
County of  

April 2, 2021  
My Commission expires

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 25th day of January, 2018

Notary Public Signature

SHERI D. WILHELM  
Notary Public - California  
Los Angeles County  
Commission # 2189478  
My Comm. Expires Apr 2, 2021
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On January 25, 2018 before me, Sheri D Wilhelm, Notary Public
(insert name and title of the officer)

personally appeared Arijn Nagar Katti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)
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 # n/a
If Acquisition/Rehao or Rehab, original construction year: n/a
If Reconstruction, Units Demolished n/a Units Reconstructed n/a
If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. The Target Population will be:

Elderly Limitation

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

§10.3(45) 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?

n/a 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.

Lavon Senior Villas is a proposed 120-unit, new construction, affordable rental housing community containing a mix of one and two bedroom units for seniors. The development contains set-asides for a variety of income levels, including 30% AMI, 50% AMI and 60% AMI, as well as 15 market rate (non-income restricted) units. The Development Site is located in the 4th Quarille, Census Tract 48113018105 in the City of Garland, Dallas County, Texas. The area is within the boundaries of high performing public elementary, middle and high schools. The Development Site is located within a mile of convenient services including a full service grocery store, outdoor recreation facility, indoor recreation facility, and public library.

The subject site consists of a 11.3 acre parcel (Seller: Harvest Church of God). We have submitted a zone change request with the City of Garland to change from CR & PD95-20 to MF - Multifamily.

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

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

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

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

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

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

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

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

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

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

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: [Type number] and TDHCA funding source: [Type source]

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

If yes, source: [Type source]

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

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

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

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

If a revised form is submitted, date of submission: [Type date]
Development Activities

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

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

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

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

   A. Unit Sizes

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

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

   and

   - Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

   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).
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:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

   Points claimed: **8**

   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.

   Points claimed: **7**

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**

   - At least 20 percent of all low-income Units at 30% or less of AMGI*  
     Direct Loan Points: **0**
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*  
     Direct Loan Points: **0**
   - At least 5 percent of all low-income Units at 30% or less of AMGI*  
     Direct Loan Points: **0**

   In the event of a tie with another application or applications, this percentage of 30% AMGI/MIH units within the Development would be converted to be available to households at 15% AMGI.

   * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**

   - 53 Units are used to score points under §11.9(c)(2)*
   - 11 Units are used to score points under §11.9(c)(2)*
   - 42 Units are used to score 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.

   Points Claimed: **16**

4. **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**

   Mark **only one** box below:

   - At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
   - Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI or
   - Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI or
   - 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
   - All other Developments.

   Points: **0**
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, MFMD, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab
21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.
If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or
Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C).
Select only one scoring scenario below:

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

Existing Development Name: ____________________________
TDHCA #: ____________________________
Points Claimed: 0

OR

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

X ☐ 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

X ☐ Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
   OR

Points Claimed: 2

OR

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

☐ Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's
   lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing
   Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described
   below:

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811
PRA Program and provide documentation supporting the selection:

☐ The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and
   the Development was originally constructed before 1978;

☐ Development only has units available that have existing or proposed project-based rental or long-term operating assistance
   that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;

☐ Development only has units available that are restricted for persons with disabilities.
   A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a
disqualifying factor for purposes of this scoring item.

☐ Development only has units with an existing or proposed 62 or more age restriction.

☐ Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-
   Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-
   New Braunfels MSA.

☐ The Development is a new construction project and located in the mapped 100-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 ____________________________

Points Claimed: 0

Application is seeking points for Tenant Populations

Points Claimed: 0
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.
   - 6 points

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

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.
   - Application is eligible for five (5) points.

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.
    - 1 point

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 act-unit as of 12/5/2017.
    - 1 point
AMTEX does not have the legal authority to commit its existing properties to the Section 811 PRA Program and the existing properties were therefore removed from the List of Eligible Existing Developments.

See the attached letter from TDHCA confirming the projects that are disqualified.

Parkdale Villas is an existing development but is in the Denison/Sherman MSA which is a disqualifying factor and therefore was not on the List of Eligible Existing Developments.
December 1, 2017

David Yarden
Vice President
AMCAL / AMTEX
30141 Agoura Rd. #100
Agoura Hills, CA 91301

Re: Regarding Initial List of Eligible Existing Developments: Section 811 PRA Program

Dear Mr. Yarden:

The Texas Department of Housing and Community Affairs (“the Department”) is in receipt of your letter and correspondence dated November 28, 2017 providing additional documentation regarding the inclusion of the following properties on the Initial List of Eligible Existing Developments:

- Villages at Cypress
- Campus Apartments
- Avondale Apartments
- Harmon Senior Villas
- Alton Park

You provided evidence establishing that you do not have legal authority to commit the above named properties to the Section 811 PRA Program without approval. The above named properties will be removed from the List of Eligible Existing Developments published on December 2017.

If you have any questions, please contact me at (512) 475-1784, or email: spencer.duran@tdhca.state.tx.us.

Sincerely,

Spencer Duran
Section 811 Manager

cc: Lisa Davis
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 Crimean 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 §35.530(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(h)(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 its 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-R11 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

Arjun Nagarkatti

Printed Name

President, H-Tex Multi-Housing LLC

Title

January 25, 2018

Date

The State of Texas

§

§

COUNTY OF

Before me, a notary public, on this day personally appeared, ____________________________, 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 ______________________.

(Seal)

Notary Public Signature
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ____________________________

On __________ before me, ____________________________, Notary Public

(insert name and title of the officer)

personally appeared ____________________________,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________

Signatures  (Seal)

SHERI D. WILHELM
Notary Public – California
Los Angeles County
Commission # 2189478
My Comm. Expires Apr 1, 2031
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2017 Qualified Allocation Plan.

   **PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**

   - The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2018). See §11.5(3)(E) and (F) of the 2018 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
   - The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2018), AND the mortgage is eligible for prepayment or has been prepaid.

   **PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

   - Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
   - Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
   - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
   - The Application proposes the same number of restricted units; AND EITHER
At-Risk Set-Aside (continued)

- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT. AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.5702(a)(6)(8); AND
  - No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
  - Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years’ IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

<table>
<thead>
<tr>
<th>2. Existing Development Assistance On Housing Rehabilitation Activities</th>
</tr>
</thead>
</table>

**Part A.**

The existing Property is expected to have or continue the following benefit:

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

The site is currently vacant; therefore, no relocation is necessary.

- A copy of the contract or agreement securing the funds identified above is provided behind this form.

  The source of funds is:

  The annual amount of funds is:

  The number of units receiving assistance:

  The term of the contract or agreement is (date):

  The expiration of the contract or agreement is (date):

**Part B. Acquisition Of Existing Buildings** (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

If "Yes", provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(D)(ii) as to the 10 year period.

If "No", does the property qualify for a waiver under §42(d)(6)?

  If "Yes", provide the waiver and/or other documentation.

  How many buildings will be acquired for the Development?
**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner?  
If “No”, how many buildings are under control by the Development Owner?  
When will the remaining buildings be under control?  

*Per 52306.008, TDHCA shall support the preservation of affordable housing for individuals with special needs and individuals and families of low income at any location considered necessary by TDHCA.*

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - [ ] Related Party  
   - [ ] Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - [ ] Determined with reference to Seller’s Basis  
   - [ ] Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

2. **Lead Based Paint (Direct Loan Applications Only)**

Development constructed before January 1, 1978

Check each of the following that applies [24 CFR 35.115]:

- [ ] Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
- [ ] The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
- [ ] Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
- [ ] An inspection performed according to HUD standards found the property contained no lead-based paint.
- [ ] According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
- [ ] The rehabilitation will not disturb any painted surface.
- [ ] The property has no bedrooms.
- [ ] The property is currently vacant and will remain vacant until demolition.
Occupied Developments

Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll. Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency; (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Section 811 PRA or Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

Uniform Relocation Act (URA) Applicability for Section 811 PRA and Direct Loan Applications

- Participation in the Section 811 PRA program is by way of the occupied Rehabilitation (including reconstruction or Adaptive Reuse) Development proposed in the Application.
- Participation in the Section 811 PRA program is by way of the New Construction Development proposed in the Application, and includes the demolition of an occupied structure (e.g., single family house or mobile home).
- Application includes a request for Direct Loan funding (except for Supportive Housing and Soft Repayment TCAP-RF only). (If none of the three boxes above is checked, you may skip the remainder of this section)

Each of the following items, as applicable, is provided behind this tab:

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller):
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt;
- Dated Voluntary Acquisition Notice to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

Relocation Certification for Section 811 PRA and Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Section 811 PRA program under (49 CFR Part 24); and for Direct Loans under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

Signature of Applicant

Printed Name

Date
Relocation Certification for Direct Loan Applications

For Direct Loan Applications (except for Supportive Housing and Soft Repayment Funds, which do not have to complete the rest of this section): A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) or conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

(1) Provide (through its subgrantees) Relocation Assistance

(2) Minimize Displacement

(3) Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date
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 hed
- 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 3% are accessible to tenants with a vision or hearing impairment
- All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

Elevations for each side of each building type and must include:
- a percentage estimate of the exterior composition of each elevation
- roof pitch

Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
Architectural Drawings

- Site Plan
- Unit Plans
- Building Plans
- Elevations
Site Plan

- Architectural Site Plan
- Civil Site Plan
Unit Plans
Building Plans
Elevations
BUILDING A - COURTYARD ELEVATION

SCALE 1" = 1'-0"

MATERIALS KEY

LEGEND

NOTE:

MATERIALS MAY CONTINUE BEYOND EXTREMITIES OF DRAWING.
**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 building 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 91 through 79.

**Specifications and Amenities**

(Check all that apply)

- Single Family Construction
- SRO
- Transitional (per 142)(1)(3)(B))
- Duplex
- Clustered Ave
- Fourplex
- X 4 Units Per Building
- Townhome

Development will have:

- X Fire Sprinklers
- X Elevators
- 2 # of Elevators
- X W. Capacity

**Number of Parking Space**

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>102</td>
</tr>
</tbody>
</table>

Architectural Drawings:

- Sheet or Flat Roof Carport Spaces
- Attached Garage Spaces
- Structured Parking Garage Spaces
- Uncovered Spaces

**Floor Composition/Wall Height**

<table>
<thead>
<tr>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Carpet/Vinyl/Resilient Flooring</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>Ceiling Height</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>% Ceramic Tile</td>
</tr>
<tr>
<td>n/a</td>
</tr>
<tr>
<td>n/a</td>
</tr>
<tr>
<td>Upper floor(s) Ceiling Height (Townhome Only)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Other</td>
</tr>
</tbody>
</table>

Describe:

**Unit Table**

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
<th>Total # of Residential Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Bedrooms</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>50</td>
<td>96,393</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50</td>
<td>96,393</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

Enter the total development common areas from the architect's plans:

- Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

- 6,000

The lesser of these two numbers added to NRA:

- Use this number to figure points under 11.9(e)(2)

Net Rentable Square Footage from Rent Schedule

- 96,393

If a revised form is submitted, date of submission:


# Accessible Mobility Units Calculation

Include this worksheet in the Application for 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 101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>120</td>
<td>5%</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
</tbody>
</table>

| 1/1 (655 sf) | 60 | 5% | 3 | 3 | 3 |
| 2/2 (937 & 958 sf) | 60 | 5% | 3 | 3 | 3 |
| C | | 5% | 0 | 0 | |
| D | | 5% | 0 | 0 | |
| E | | 5% | 0 | 0 | |
| | 120 | | 6 | 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>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]

Printed Name: [Signature]

Date: [01.25.2018]

Firm Name (If applicable): [BGO ARCHITECTS]
# 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 or 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 1U 1U 1U 1U 1U 1U 1U (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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1br/1ba</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>2br/2ba</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td></td>
<td>120</td>
<td>2%</td>
<td>2.4</td>
<td>2.4</td>
<td>4</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>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td></td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

Printed Name: [JASON DAILY]

Date: [01.25.2018]

Firm Name (If applicable): [BGO ARCHITECTS]
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>203</th>
<th>Percentage of Total</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>102</td>
<td>0.502463054</td>
<td></td>
</tr>
<tr>
<td>Carports</td>
<td>101</td>
<td>0.497536946</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>203</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

Total # of Spaces: 450

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>450</th>
<th>Percentage of Total</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
<td></td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
<td></td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
<td></td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

Chart above must be completed first

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spacing</th>
<th>14</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>7.03444828</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>6.9655172</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>14</td>
<td>14</td>
<td>3</td>
</tr>
</tbody>
</table>

**EXAMPLE**

Total # of Spaces: 16

<table>
<thead>
<tr>
<th># Accessible Spacing</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.55555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.77777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: ____________________________
Signature

Date: 01.25.2018

Printed Name: Jaron Daily

Firm Name (If applicable): BEGO Architects
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):**

| HTC Units | MF Direct Loan Units (HOME Rent/inc) | National HTF Units | TDHCA MRB Units | Other/ Subsidy | # of Units | # of Bedrooms | # of Bath | Unit Size (Net Rentable Sq. Ft.) | Total Net Rentable Sq. Ft. | Program Rent Limit | Tenant Paid Utility Allow. | Rent Collected / Unit | Total Monthly Rent |
|-----------|-------------------------------------|--------------------|-----------------|----------------|-------------|--------------|----------|-----------------|------------------------|--------------------|----------------|----------------|---------------------|----------------------|-------------------|
| TC 30%    |                                     |                    |                 |                | 6           | 1            | 1        | 655             | 3,930                  | 413                | 108              | 305                 | 1,830                |                   |
| TC 30%    |                                     |                    |                 |                | 21          | 1            | 1        | 655             | 13,715                 | 888                | 108              | 580                 | 12,180               |                   |
| TC 60%    |                                     |                    |                 |                | 25          | 1            | 1        | 655             | 16,375                 | 826                | 108              | 718                 | 17,950               |                   |
| MR        |                                     |                    |                 |                | 8           | 1            | 1        | 655             | 5,240                  | 826                | 108              | 664                 | 6,668                |                   |
| TC 20%    |                                     |                    |                 |                | 5           | 2            | 2        | 655             | 4,615                  | 405                | 142              | 353                 | 1,765                |                   |
| TC 30%    |                                     |                    |                 |                | 7           | 2            | 2        | 655             | 6,559                  | 826                | 142              | 684                 | 4,768                |                   |
| TC 60%    |                                     |                    |                 |                | 14          | 2            | 2        | 655             | 13,370                 | 826                | 142              | 684                 | 9,576                |                   |
| TC 60%    |                                     |                    |                 |                | 23          | 2            | 2        | 655             | 21,965                 | 991                | 142              | 849                 | 19,527               |                   |
| MR        |                                     |                    |                 |                | 8           | 2            | 2        | 655             | 7,640                  | 991                | 142              | 991                 | 7,928                |                   |
| TC 60%    |                                     |                    |                 |                | 3           | 2            | 2        | 655             | 2,874                  | 991                | 142              | 849                 | 2,547                |                   |

**Total**

<table>
<thead>
<tr>
<th></th>
<th>120</th>
<th>96,293</th>
<th>84,699</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>$20.00 per unit/month for: Telecom fees, late fees, NSF, and fees</td>
<td></td>
<td>2,400</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$3.00 per unit/month for: Rent Concessions (enter as a negative number)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$3.00 per unit/month for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL NONRENTAL INCOME</strong></td>
<td>$23.00 per unit/month</td>
<td></td>
<td>2,400</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS MONTHLY INCOME</strong></td>
<td></td>
<td>87,099</td>
<td></td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td></td>
<td>% of Potential Gross Income: 7.50% (6,532)</td>
<td></td>
</tr>
<tr>
<td><strong>EFFECTIVE GROSS MONTHLY INCOME</strong></td>
<td></td>
<td>80,567</td>
<td></td>
</tr>
<tr>
<td>x12 = <strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td></td>
<td>966,799</td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: __________________________
<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>40%</td>
<td>35%</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>43%</td>
</tr>
<tr>
<td>HTC LI Total</td>
<td>104</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>16%</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Units</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTI30%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>HTI40%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>HTI50%</td>
<td>0%</td>
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<tr>
<td>HTI60%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>HTI80%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>HTF LI Total</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>HTF Total</td>
<td>0%</td>
<td></td>
</tr>
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</table>

<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></td>
</tr>
<tr>
<td>MRB40%</td>
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<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MRB60%</td>
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<tr>
<td>MRB LI Total</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MRB MR</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MRB MR Total</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td>0%</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>0%</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>60%</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
<td>60%</td>
<td>60</td>
</tr>
<tr>
<td>3</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

**ACQUISITION + HARD**
- **Cost Per Sq Ft**: $108.69

**HARD**
- **Cost Per Sq Ft**: $108.60

**BUILDING**
- **Cost Per Sq Ft**: $71.65

**DO NOT USE THIS CALCULATION TO DETERMINE POINTS UNDER 11.04(a)(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 here.
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>$ 25</td>
<td>$ 33</td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$ 11</td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 41</td>
<td>$ 52</td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 11</td>
<td>$ 19</td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Water</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 17</td>
<td>$ 22</td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2019</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Garland HA Allowances 1/1/2018</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$ 142</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>Garland HA Allowances 1/1/2020</td>
</tr>
</tbody>
</table>

Total Paid by Tenant $ 108 $ 142 $ - $ -

Other (Describe)

Garland Power & Light

If a revised form is submitted, date of submission:
# Allowances for Tenant-Furnished Utilities and Other Services

**Garland Housing Agency**

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Mixed ages</th>
<th>All units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Oil, Coal, Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electricity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Oil, Coal, Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other - specify</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Actual Family Allowances</th>
<th>To be used by the family to compute allowance.</th>
</tr>
</thead>
</table>

Complete below for the actual unit rented.

**Name of Family**

**Address of Use**

**Number of Bedrooms**

---

Spreadsheet (see next page) based on form HUD-03558 (11/96).

## Allowances for Tenant-Furnished Utilities and Other Services

### Garland Housing Agency

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Mixed ages</th>
<th>All Units</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 BR</td>
<td>1 BR</td>
<td>2 BR</td>
</tr>
<tr>
<td><strong>Garland Housing Agency</strong></td>
<td><strong>Mixed ages</strong></td>
<td><strong>All Units</strong></td>
<td><strong>1/1/2018</strong></td>
</tr>
<tr>
<td>Heating</td>
<td>a. Natural Gas</td>
<td>9</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>b. Bottle Gas</td>
<td>10</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>c. Electric</td>
<td>19</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>d. Oil / Coal / Other</td>
<td>14</td>
<td>22</td>
</tr>
<tr>
<td>Cooking</td>
<td>a. Natural Gas</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>b. Bottle Gas</td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>c. Electric</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>d. Other</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Electric</td>
<td>29</td>
<td>41</td>
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<tr>
<td>Air Conditioning</td>
<td>4</td>
<td>11</td>
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<tr>
<td>Water Heating</td>
<td>a. Natural Gas</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>b. Bottle Gas</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>c. Electric</td>
<td>11</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>d. Oil / Coal / Other</td>
<td>19</td>
<td>23</td>
</tr>
<tr>
<td>Water</td>
<td>24</td>
<td>33</td>
<td>43</td>
</tr>
<tr>
<td>Sewer</td>
<td>23</td>
<td>30</td>
<td>37</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td>7</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>9</td>
<td>9</td>
<td>9</td>
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<tr>
<td>Other - specify</td>
<td>$18 Atmos</td>
<td>$18.00</td>
<td>$18.00</td>
</tr>
<tr>
<td></td>
<td>$5 GP &amp; L</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

### Actual Family Allowances

To be used by the family to compute allowance.

Complete below for the actual unit rented.

**Name of Family**  

**Utility or Service** | **per month cost**  
--- | ---  
Heating |  
Cooking |  

---

*Insert from "reader" file - bps*
# ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>10,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>2,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>2,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>10,000</td>
</tr>
<tr>
<td>Telephones</td>
<td>10,000</td>
</tr>
<tr>
<td>Other</td>
<td>2,500</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>7,000</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$44,000</strong></td>
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<table>
<thead>
<tr>
<th>Management Fee:</th>
<th>Percent of Effective Gross Income:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$90,000</td>
<td>5.00%</td>
<td>48,340</td>
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</table>

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>90,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>65,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$155,000</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>10,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>3,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>20,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>7,500</td>
</tr>
<tr>
<td>Repairs</td>
<td>70,000</td>
</tr>
<tr>
<td>Pool</td>
<td>5,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$76,500</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric ($TDHCA U/W HTCA16275)</td>
<td>21,000</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash ($TDHCA U/W HTCA16275)</td>
<td>13,000</td>
</tr>
<tr>
<td>Water/Sewer ($TDHCA U/W HTCA16275)</td>
<td>50,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$94,000</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Property Insurance: Rate per net rentable square foot:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.38</td>
<td>37,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate: 8.25% Source: Dallas Co. Assessor</td>
<td>$</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>113,342</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$113,342</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reserve for Replacements: Annual reserves per unit:</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>$250</td>
<td>30,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>900</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>5,000</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>4,150</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$11,060</strong></td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td><strong>$609,242</strong></td>
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</table>

| Expense to Income Ratio: | 63.02% |

<table>
<thead>
<tr>
<th>NET OPERATING INCOME (before debt service)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$357,557</td>
<td>$</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Debt Service</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>BBVA Compass Bank</td>
<td>310,019</td>
</tr>
<tr>
<td>$</td>
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</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL DEBT SERVICE</th>
<th>Debt Coverage Ratios: 1.15</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>310,619</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$46,638</td>
<td>$</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: __________
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be saved on the operating income and expenses 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. Write 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</td>
<td>$1,016,88</td>
<td>$1,036,710</td>
<td>$1,057,450</td>
<td>$1,078,599</td>
<td>$1,100,171</td>
<td>$1,121,748</td>
<td>$1,141,102</td>
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<tr>
<td>Income</td>
<td>$28,800</td>
<td>$25,376</td>
<td>$29,564</td>
<td>$30,563</td>
<td>$31,174</td>
<td>$34,419</td>
<td>$38,001</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,045,68</td>
<td>$1,062,092</td>
<td>$1,087,414</td>
<td>$1,110,265</td>
<td>$1,131,345</td>
<td>$1,154,496</td>
<td>$1,179,103</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(78,180)</td>
<td>$(75,957)</td>
<td>$(70,395)</td>
<td>$(61,555)</td>
<td>$(85,187)</td>
<td>$(58,455)</td>
<td>$(103,933)</td>
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<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>$966,999</td>
<td>$986,135</td>
<td>$1,027,019</td>
<td>$1,028,644</td>
<td>$1,056,178</td>
<td>$1,090,600</td>
<td>$1,175,671</td>
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</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>$44,400</td>
<td>$45,320</td>
<td>$46,460</td>
<td>$48,880</td>
<td>$50,520</td>
<td>$53,310</td>
<td>$66,554</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$48,400</td>
<td>$49,307</td>
<td>$50,249</td>
<td>$52,789</td>
<td>$55,429</td>
<td>$58,129</td>
<td>$63,784</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$155,000</td>
<td>$159,650</td>
<td>$164,440</td>
<td>$171,300</td>
<td>$178,250</td>
<td>$185,800</td>
<td>$234,651</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$76,500</td>
<td>$78,795</td>
<td>$81,159</td>
<td>$83,714</td>
<td>$86,421</td>
<td>$89,315</td>
<td>$115,713</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,272</td>
<td>$23,947</td>
<td>$25,636</td>
<td>$27,300</td>
<td>$31,764</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$73,000</td>
<td>$75,193</td>
<td>$77,440</td>
<td>$79,769</td>
<td>$82,162</td>
<td>$84,628</td>
<td>$110,199</td>
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<td>Annual Property Insurance Premiums</td>
<td>$37,000</td>
<td>$38,113</td>
<td>$39,253</td>
<td>$40,431</td>
<td>$41,644</td>
<td>$42,877</td>
<td>$55,366</td>
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<tr>
<td>Property Tax</td>
<td>$113,342</td>
<td>$116,742</td>
<td>$120,245</td>
<td>$124,852</td>
<td>$129,657</td>
<td>$135,686</td>
<td>$171,450</td>
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<tr>
<td>Reserve for Repairs</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$34,763</td>
<td>$45,178</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$11,650</td>
<td>$11,392</td>
<td>$11,731</td>
<td>$12,086</td>
<td>$12,448</td>
<td>$14,511</td>
<td>$16,729</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$609,462</td>
<td>$627,036</td>
<td>$646,354</td>
<td>$664,212</td>
<td>$683,625</td>
<td>$707,028</td>
<td>$789,621</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$357,857</td>
<td>$359,993</td>
<td>$360,698</td>
<td>$357,538</td>
<td>$357,576</td>
<td>$357,628</td>
<td>$390,047</td>
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</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 Draw of Term Loan Payment</td>
<td>$310,919</td>
<td>$310,919</td>
<td>$313,919</td>
<td>$313,919</td>
<td>$313,919</td>
<td>$313,919</td>
<td></td>
</tr>
<tr>
<td>Second Draw of Term Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Draw of Term 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>
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<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>$46,888</td>
<td>$48,181</td>
<td>$49,585</td>
<td>$50,984</td>
<td>$52,595</td>
<td>$54,213</td>
<td>$55,533</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$46,888</td>
<td>$48,181</td>
<td>$49,585</td>
<td>$50,984</td>
<td>$52,595</td>
<td>$54,213</td>
<td>$55,533</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
<td>1.15</td>
</tr>
<tr>
<td>Deferred Developer Fee Payment</td>
<td>$41,684</td>
<td>$43,096</td>
<td>$44,528</td>
<td>$46,031</td>
<td>$47,612</td>
<td>$49,283</td>
<td>$50,000</td>
</tr>
<tr>
<td>Deferred Developer Fee Balance</td>
<td>$52,888</td>
<td>$54,358</td>
<td>$55,924</td>
<td>$57,560</td>
<td>$59,276</td>
<td>$61,070</td>
<td>$62,947</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(a)(1) relating to financial feasibility)

Signature, Authorized Representative, Construction or Permanent Lender: ____________________________

Printed Name: ____________________________

Phone: 13322622643

Email: ____________________________

Date: ____________________________

Signature, Authorized Representative, Syndicator: ____________________________

Printed Name: ____________________________

Date: ____________________________

If a revised form is submitted, date of submission: ____________________________
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A.</th>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Off-site concrete</td>
<td>$158,714.00</td>
<td></td>
<td>$158,714.00</td>
<td></td>
<td></td>
<td>$158,714.00</td>
</tr>
<tr>
<td>2</td>
<td>Off-site utilities</td>
<td>$115,000.00</td>
<td></td>
<td>$115,000.00</td>
<td></td>
<td></td>
<td>$115,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Off-site paving</td>
<td>$68,120.00</td>
<td></td>
<td>$68,120.00</td>
<td></td>
<td></td>
<td>$68,120.00</td>
</tr>
<tr>
<td></td>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$341,834</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for engineering justification

David Greer

Printed Name

1/15/2018

Date

If a revised form is submitted, date of submission:
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Columns B and C:** In determining actual construction costs, 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 E 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, assessments, right-of-way, etc. must have the projected costs of the acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $35,000 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.</th>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Detention</td>
<td>$216,300.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$216,300</td>
</tr>
<tr>
<td>2</td>
<td>Rough grading</td>
<td>$284,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$284,000</td>
</tr>
<tr>
<td>3</td>
<td>Fine grading</td>
<td>$58,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$58,000</td>
</tr>
<tr>
<td>4</td>
<td>On-site electrical</td>
<td>$80,000.00</td>
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<td></td>
<td></td>
<td></td>
<td>$80,000</td>
</tr>
<tr>
<td>5</td>
<td>On-site paving</td>
<td>$74,500.00</td>
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<td></td>
<td></td>
<td></td>
<td>$74,500</td>
</tr>
<tr>
<td>6</td>
<td>On-site utilities</td>
<td>$331,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$331,200</td>
</tr>
<tr>
<td>7</td>
<td>Decorative masonry</td>
<td>$44,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$44,000</td>
</tr>
<tr>
<td>8</td>
<td>Bumper stops, striping &amp; signs</td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**Total** $1,800,000

---

**Signature of Registered Engineer**

David Greer
Printed Name

Seal

Date 1/26/2018

If a revised form is submitted, date of submission: __________

---

**STATE OF TEXAS**

**DAVID A. GREER**

109928

LICENSED PROFESSIONAL ENGINEER
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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (if Applicable)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td><strong>Acquisition</strong></td>
<td><strong>New/Rehab.</strong></td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>3,100,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; acqu. legal fees</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$3,115,000</td>
<td>$0</td>
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<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>158,714</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; ditches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>115,000</td>
<td></td>
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<tr>
<td>Sewer laterals</td>
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<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>98,120</td>
<td></td>
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<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
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<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$341,854</td>
<td>$0</td>
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<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>216,300</td>
<td>216,300</td>
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<tr>
<td>Rough grading</td>
<td>284,000</td>
<td>284,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>58,000</td>
<td>58,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>80,000</td>
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<tr>
<td>On-site electrical</td>
<td>774,500</td>
<td>774,500</td>
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<tr>
<td>On-site paving</td>
<td>333,200</td>
<td>333,200</td>
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<tr>
<td>On-site utilities</td>
<td>44,000</td>
<td>44,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,800,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>154,464</td>
<td>154,464</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>58,036</td>
<td>58,036</td>
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<tr>
<td>Fencing</td>
<td>62,500</td>
<td>62,500</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$500,000</td>
<td>$0</td>
</tr>
<tr>
<td>Item</td>
<td>Before</td>
<td>After</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>--------</td>
<td>-------</td>
</tr>
<tr>
<td>Concrete</td>
<td>$531,815</td>
<td>$531,815</td>
</tr>
<tr>
<td>Masonry</td>
<td>$177,474</td>
<td>$177,474</td>
</tr>
<tr>
<td>Metals</td>
<td>$177,272</td>
<td>$177,272</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>$873,983</td>
<td>$873,983</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>$354,543</td>
<td>$354,543</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>$265,907</td>
<td>$265,907</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>$709,086</td>
<td>$709,086</td>
</tr>
<tr>
<td>Finishes</td>
<td>$757,151</td>
<td>$757,151</td>
</tr>
<tr>
<td>Specialties</td>
<td>$177,272</td>
<td>$177,272</td>
</tr>
<tr>
<td>Equipment</td>
<td>$399,893</td>
<td>$399,893</td>
</tr>
<tr>
<td>Furnishings</td>
<td>$132,000</td>
<td>$132,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>$173,144</td>
<td>$173,144</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>$979,787</td>
<td>$979,787</td>
</tr>
<tr>
<td>Electrical</td>
<td>$709,086</td>
<td>$709,086</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Before</th>
<th>After</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>$311,257</td>
<td>$311,257</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>$177,270</td>
<td>$177,270</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**

Before 11.9(e)(2)

$6,906,738

Voluntary Eligible Building Costs (After 11.9(e)(2))*

Enter amount to be used to achieve desired score.

$0.00 psf

**TOTAL BUILDING COSTS & SITE WORK**

(including site amenities)

$9,206,738

Contingency 0.00%

**TOTAL HARD COSTS**

$9,548,572

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.92%</td>
<td>564,994</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.67%</td>
<td>181,485</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.92%</td>
<td>564,994</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

$1,318,319

**TOTAL CONSTRUCTION CONTRACT**

Before 11.9(e)(2)

$10,866,891

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))*

Enter amount to be used to achieve desired score.

$0.00 psf

$10,477,201

*To score points under $11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.
<table>
<thead>
<tr>
<th>Soft Costs</th>
<th>350,000</th>
<th>350,000</th>
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</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>450,000</td>
<td>450,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>166,024</td>
<td>166,024</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>54,657</td>
<td>54,657</td>
</tr>
<tr>
<td>Appraisal</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>9,000</td>
<td>9,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soils report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td>90,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>80,512</td>
<td>80,512</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>90,673</td>
<td>90,673</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

$1,324,366 $0 $1,324,366

**Financing:**

**Construction Loan(s)**

<table>
<thead>
<tr>
<th>Item</th>
<th>911,482</th>
<th>651,057</th>
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</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>144,679</td>
<td>144,679</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>240,184</td>
<td>240,184</td>
</tr>
<tr>
<td>Inspection fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Permanent Loan(s)**

| Item | 45,441 | | |
|---|---|---|
| Loan origination fees | | |
| Title & recording fees | | |
| Closing costs & legal | 25,000 | | |
| Bond premium | | |
| Credit report | | |
| Discount points | | |
| Credit enhancement fees | | |
| Prepaid MIP | | |
| Other (specify) - see footnote 1 | | |
| Other (specify) - see footnote 1 | | |

**Bridge Loan(s)**

<table>
<thead>
<tr>
<th>Item</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

*Less $500 fee waiver from City.*
### OTHER FINANCING COSTS

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<thead>
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<th>Cost Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>68,510</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
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</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>50,000</td>
</tr>
<tr>
<td>Tax inherited</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $1,165,736

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>1,982,870</td>
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<tr>
<td>General &amp; administrative</td>
<td>1,924,416</td>
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<tr>
<td>Profit or fee</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: 15.00% $1,924,416

### RESERVES

<table>
<thead>
<tr>
<th>Reserve Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>460,080</td>
</tr>
<tr>
<td>Operating</td>
<td></td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
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</tr>
</tbody>
</table>

Subtotal Reserves: $460,080

### TOTAL HOUSING DEVELOPMENT COSTS

Total Housing Development Costs: $19,364,319

---

The following calculations are for HTC Applications only.

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**: $0 $14,801,719

**High Cost Area Adjustment (100% or 130%)**: 130%

**Total Adjusted Basis**: $0 $19,241,216

**Applicable Fraction**: 86.66%

**Total Qualified Basis**: $16,676,610 $0 $16,676,610

**Applicable Percentage**: 9.00%

**Credits Supported by Eligible Basis**

| Eligible Basis | Credits Supported | 1,500,895 |

### Requested Score for 11.9(e)(2)

Requested Score: 12

Name of contact for Cost Estimate: David Yarden

Phone Number for Contact: 818-706-6094 ext. 185

If a revised form is submitted, date of submission:
<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
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<tr>
<td>BBVA Compass</td>
<td>Conventional Loan</td>
<td>$14,467,943</td>
<td>4.50%</td>
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<tr>
<td>Third Party Equity</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Hudson Housing Capital LLC</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,850,000</td>
<td>n/a</td>
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<tr>
<td>Grant</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMTEx Development, LLC</td>
<td>Deferred Developer Fee</td>
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<td>0.00%</td>
<td>n/a</td>
</tr>
<tr>
<td>AMTEx Development, LLC</td>
<td>Deferred Operating Reserve</td>
<td>$460,080</td>
<td>0.00%</td>
<td>n/a</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$19,364,319</td>
<td>$15,364,319</td>
<td>$19,364,319</td>
</tr>
</tbody>
</table>
### Financing Narrative and Summary of Sources and Uses

*Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).*

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Constr. Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Constr. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>BBVA Compass</td>
<td>Conventional Loan</td>
<td>$14,467,943 4.50% n/a</td>
<td>$ 4,544,092 6.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hudson Housing Capital LLC</td>
<td>HTC $ 1,500,000 $ 2,850,000 n/a</td>
<td>$ 11,250,000 n/a</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMTEX Development, LLC</td>
<td>Deferred Developer Fee $ 1,586,296 0.00% n/a</td>
<td>$ 570,227 n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>AMTEX Development, LLC</td>
<td>Deferred Operating Reserve $ 460,680 0.00% n/a</td>
<td>$ n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$ 19,364,319</td>
<td>$ 11,364,319</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$ 19,364,319</td>
<td>$ 11,364,319</td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the sources 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 following discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).
See attached Financing Narrative.

Describe the replacement reserves:
The replacement reserves are $250 per unit per year.

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:
There are no operating or rental subsidies associated with any financing commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: 713.916.2303

Email address: ken@overhill.com

If a revised form is submitted, date of submission: __________________
LAVON SENIOR VILLAS - FINANCING NARRATIVE

I. CONSTRUCTION FINANCING

1. Construction and Permanent Loan – BBVA Compass - $14,467,943
BBVA Compass will provide the primary source of construction financing for the development. They will provide a construction loan with a term of 24 months plus a 6 month extension. The interest rate on the construction loan is based on LIBOR 30 +2.75% and currently underwritten at 4.5% and is interest only during construction.

2. Deferred Developer Fee – AMTEX Development LLC - $1,586,296
AMTEX Development LLC will defer the above-indicated portion of its developer fee during the construction period. No interest will accrue.

3. Syndication Proceeds – Hudson Housing Capital LLC - $2,850,000
Hudson Housing Capital LLC will purchase the tax credits allocated to the development and provide equity for the construction and permanent financing. Hudson will contribute a total of 20% of the equity at closing of construction financing and during construction, in the amount referenced above. These equity funds will remain with the development as a permanent source of financing.

4. Deferred Costs – Operating Reserves - $460,080
The Operating Reserve Account will be funded at conversion to permanent financing.

5. Local Government Contribution – City of Garland Fee Waiver - $500
The City of Garland has committed to $500 in fee waivers to AMTEX Multi-Housing, LLC for the proposed project. This amount has been reflected in a reduction of permit fees shown in the Cost Schedule, Tab 30.

TOTAL CONSTRUCTION FINANCING.................................$19,364,319

II. PERMANENT FINANCING

1. Permanent Mortgage – BBVA Compass - $4,544,092
BBVA Compass will provide a permanent loan with a term of 15 years and will bear interest at a fixed rate based on the 10-Year Treasury +330 bps and currently underwritten at 6.0%. Principal and interest payments will be calculated using a 35-year amortization schedule. The loan will be non-recourse.

2. Local Government Contribution – City of Garland Fee Waiver - $500
The City of Garland has committed to $500 in fee waivers to AMTEX Multi-Housing, LLC for the proposed project. This amount has been reflected in a reduction of permit fees shown in the Cost Schedule, Tab 30.

3. Syndication Proceeds – Hudson Housing Capital - $14,250,000
Hudson Housing Capital will purchase the housing tax credits allocated to the development and provide equity for the construction and permanent financing. 20% of total equity will be contributed at construction loan closing, 60% of the equity will be contributed at completion of the project, 15% of equity upon conversion to permanent financing, and the final 5% of equity upon receipt of the 8609s. The total equity contribution in the above-indicated amount is based on a price of $0.95 per housing tax credit and receiving a 99.99% limited partnership interest in the development. The equity funds will remain with the development as a permanent source of financing.
TOTAL PERMANENT FINANCING..........................................................$19,364,319

III. REPLACEMENT RESERVES

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 replacement reserve deposits is less than the Minimum Deposit, the 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.
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 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 a repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%.

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match 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>n/a</td>
<td></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></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
# Finance Scoring (for Competitive HTC Applications ONLY)

**Self Score Total:** 118

## 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

*City of Garland, TX*

- [X] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- [X] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

## 2. Financial Feasibility (§11.9(e)(1))

- [X] Eligible Pro-Forma and letter stating the Development is financially feasible. 16
- [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 | 9.17% |
| HTC funding request as a percent of Total Housing Development Cost | 7.75% |

**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 5
- [ ] Housing Tax Credit Request 1

**Total Points Claimed:** 3

*Be sure no more than 50% of Developer fees are deferred.*
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

Executed Pro Forma from Permanent or Construction Lender

Letter from lender regarding approval of Principals (consistent with Template)

Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

Evidence of any Gap Financing, terms included

Evidence of any Owner Contributions, with financial support if required

Evidence of Equity Financing (HTC applications only)

Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

Evidence of Rental Assistance/Subsidy
Executed Pro Forma from Permanent or Construction Lender
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The proforma should be based on the operating income/expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, income, and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Write 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>$1,014,88</td>
<td>$1,036,710</td>
<td>$1,057,450</td>
<td>$1,078,999</td>
<td>$1,100,171</td>
<td>$1,121,478</td>
<td>$1,141,102</td>
</tr>
<tr>
<td>Second income</td>
<td>$28,100</td>
<td>$25,373</td>
<td>$29,946</td>
<td>$30,563</td>
<td>$31,174</td>
<td>$34,419</td>
<td>$36,021</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,045,88</td>
<td>$1,066,092</td>
<td>$1,087,414</td>
<td>$1,109,162</td>
<td>$1,131,345</td>
<td>$1,152,608</td>
<td>$1,173,903</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($78,189)</td>
<td>($79,557)</td>
<td>($81,156)</td>
<td>($83,187)</td>
<td>($85,851)</td>
<td>($93,682)</td>
<td>($103,433)</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>$966,699</td>
<td>$986,133</td>
<td>$1,005,858</td>
<td>$1,025,675</td>
<td>$1,046,494</td>
<td>$1,065,728</td>
<td>$1,087,671</td>
</tr>
</tbody>
</table>

| EXPENSES                    |              |              |              |              |              |              |              |
| General & Administrative Expenses | $44,000      | $49,330      | $46,680      | $38,080      | $54,522      | $57,410      | $66,554      |
| Management Fee              | $48,340      | $49,307      | $39,293      | $51,299      | $52,325      | $57,771      | $63,784      |
| Payroll, Payroll Tax & Employee Benefits | $155,000     | $159,650     | $164,440     | $159,373     | $174,456     | $202,260     | $234,451     |
| Repairs & Maintenance       | $76,500      | $78,795      | $81,159      | $83,594      | $86,511      | $99,815      | $115,713     |
| Electric & Gas Utilities    | $21,000      | $21,630      | $22,279      | $22,947      | $23,635      | $27,400      | $31,764      |
| Water, Sewer & Trash Utilities | $73,000      | $75,199      | $77,460      | $79,769      | $82,462      | $95,248      | $110,019     |
| Annual Property Insurance Premiums | $37,000      | $38,110      | $39,253      | $40,431      | $41,644      | $48,277      | $55,266      |
| Property Tax                | $113,342     | $116,741     | $120,245     | $123,352     | $127,567     | $147,886     | $171,540     |
| Reserves for Repairs        | $30,000      | $30,900      | $31,827      | $32,782      | $33,765      | $39,133      | $45,178      |
| Other Expenses              | $11,050      | $11,392      | $11,734      | $12,086      | $12,448      | $14,431      | $16,729      |
| TOTAL ANNUAL EXPENSES       | $609,462     | $627,036     | $646,354     | $664,212     | $683,625     | $789,621     | $912,198     |

| NET ENTERPRISE INCOME | $357,817 | $359,097 | $350,504 | $312,275 | $292,567 | $345,177 | $395,473 |

| DEBT SERVICE                  |              |              |              |              |              |              |              |
| First Dued of Trust Annual Loan Payment | $310,519    | $310,519    | $310,519    | $310,519    | $310,519    | $310,519    | $310,519    |
| Second Due of Trust Annual Loan Payment |              |              |              |              |              |              |              |
| Third Due of Trust Annual Loan Payment |              |              |              |              |              |              |              |
| Other Annual Required Payment |              |              |              |              |              |              |              |
| Other Annual Required Payment |              |              |              |              |              |              |              |
| ANNUAL NET CASH FLOW          | $46,048     | $48,180     | $49,585     | $40,844      | $51,950      | $54,875      | $59,223      |
| CUMULATIVE NET CASH FLOW      | $46,048     | $94,180     | $143,403     | $195,247     | $247,219     | $304,198     | $363,421     |
| Debt Coverage Ratio           | 1.30         | 1.31         | 1.31         | 1.31         | 1.31         | 1.31         | 1.31         |
| Deferred Developer Fee Payment | $45,048     | $43,036     | $41,280     | $35,381      | $46,321      | $48,351      | $50,000      |
| Deferred Developer Fee Balance | $52,989     | $48,550     | $41,370     | $39,898      | $44,575      | $49,080      | $50,000      |

By signing below, 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 must maintain no less than 1.5x debt coverage ratio. (Signature only required if using this pro forma for purposes under §11.9(a)(1) relating to financial feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name: [Signature]

Phone: [Signature]

Email: [Signature]

Date: [Signature]

Signature, Authorized Representative, Syndicator

Printed Name: [Signature]

Email: [Signature]

Date: [Signature]
Letter from Lender Regarding Approval of Principals
January 25, 2018

Mr. Arjun Nagarkatti
AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

Re: Lavon Senior Villas, Garland, Texas

Dear Arjun,

I have received and reviewed the 15 year pro forma for Lavon Senior Villas. The attached 15 year pro forma was prepared by AMTEX Multi-Housing, LLC, the applicant, and indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. The proforma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the current underwriting parameters of BBVA Compass and consistent with the loan terms indicated in the term sheet. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower, and are subject to further due diligence review and revision by BBVA Compass.

Additionally, BBVA Compass has performed a preliminary review of the credit worthiness of AMCAL Enterprises, Inc. and its principals. At this time, BBVA Compass has no reservations with any of the Principals or Guarantors of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Please be advised that this letter does not represent a commitment by BBVA Compass to provide financing for the Development, nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by BBVA Compass.

If you should have any questions, please feel free to contact me at 713-966-2303.

Sincerely,

Ken L. Overshiner
Senior Vice President, Community Development Capital
Evidence of all Permanent and Construction Financing
January 25, 2018

Mr. Arjun Nagarkatti
AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

Re:   Lavon Senior Villas, Garland, Texas

Dear Arjun,

BBVA Compass Bank (the "Bank") is pleased to provide you with this Letter of Terms for the Construction and Permanent financing of the Lavon Senior Villas affordable housing project. The following terms and conditions were based upon a preliminary review of the Borrower’s 2018 TDHCA Housing Tax Credit Application:

**Construction Loan:**

**Borrower:** AMTEX Lavon Fund LP

**Collateral:** The Subject Loan shall be secured by a first mortgage lien and an assignment of rents and leases on the 120-unit LIHTC project to be located in Garland, Texas. Additionally, the Loan shall be secured by an Assignment of the General Partner Interest and Deferred Developer’s Fee.

**Amount:** Up to $14,467,943. The Loan amount shall be limited to 80% of the LIHTC Investment Value, which is the combined value of the Tax Credits plus the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

**Interest Rate:** 1 month Libor + 2.75%. Interest-only payments shall be due monthly. The Bank will utilize an underwriting rate of 4.50%.

**Fees:** 1% Origination Fee. Additionally, the Borrower shall be responsible for the reimbursement of other costs related to the extension of this loan including, but not limited to: appraisal fees, the Bank’s legal fees, environmental and other third party review fees.

**Maturity:** Twenty-four (24) Months from Closing with a six month extension at Bank’s option.

**Guarantee:** Full payment and completion guarantees and environmental indemnity by a guarantor or guarantors satisfactory to BBVA Compass.

**Tax Credit Equity:** Approximately $14,250,000. Equity pay in schedule and investor must be acceptable to BBVA Compass.
January 25, 2018
Page 2

Repayment: Construction loan will be repaid from equity funded at completion or after completion, along with the permanent loan (if any).

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Conditions to Closing:
- Borrower, Managing Member, and Guarantor certify that there are no defaults, no material litigation and no material adverse change in the financial or project information provided to Bank in connection with the Loan request.
- Receipt, review and approval of appraisal, environmental assessment, construction consultant and other third party reports.
- Contractor shall be acceptable to Bank.
- All documentation satisfactory to Bank and its legal counsel.
- Evidence of a commitment by a tax credit investor acceptable to Bank for the acquisition of 9% low income housing tax credits on terms, including pay-in schedule amounts and timing, acceptable to Bank.
- All subsidy funds must be committed and closed simultaneously with the closing of the Loan.
- Final project budget to be approved by Bank, including a 5% hard cost contingency.
- Receipt of all required municipal and other governmental approvals.
- Approval of current financial statements of the Guarantor.
- Borrower counsel opinion in form and content satisfactory to Bank.
- Mortgage title insurance policy insuring the bank’s lien shall contain no objectionable liens including matters of the survey.
- Bank shall receive and approve the following items prior to the closing of the construction loan:
  - Final plans and specs stamped by architect.
  - Copy of construction contract and final budget.
  - Copy of builders risk policy with Compass Bank named as loss payee.
  - Copy of recorded limited partnership and syndication agreements.
- All terms subject to market fluctuation.

Permanent Loan:

Provided that there are no events of default, the Borrower may elect to exercise the option to convert the Construction Loan to the Permanent Loan provided that 1) the Construction Loan has been Paid down to the Perm Loan Amount; 2) the Property has achieved a minimum occupancy of 90% for 90 days; and 3) the Property has achieved a Pro Forma Debt Service Cover Ratio of 1.25.

Amount: Up to $4,544,062. The Loan amount shall be limited to 80% of the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

Interest Rate: Fixed rate based on the 10 Year Treasury + 330 bps for a 24 month forward rate lock with a floor of 5.75%. The Bank will utilize an Underwriting Rate of 6.00%.
Repayment: Construction loan will be repaid from equity funded at completion or after completion, along with the permanent loan (if any).

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Conditions to Closing:

- Borrower, Managing Member, and Guarantor certify that there are no defaults, no material litigation and no material adverse change in the financial or project information provided to Bank in connection with the Loan request
- Receipt, review and approval of appraisal, environmental assessment, construction consultant and other third party reports
- Contractor shall be acceptable to bank
- All documentation satisfactory to Bank and its legal counsel
- Evidence of a commitment by a tax credit investor acceptable to Bank for the acquisition of 9% low income housing tax credits on terms, including pay-in schedule amounts and timing, acceptable to Bank.
- All subsidy funds must be committed and closed simultaneously with the closing of the Loan.
- Final project budget to be approved by Bank, including a 5% hard cost contingency.
- Receipt of all required municipal and other governmental approvals.
- Approval of current financial statements of the Guarantor
- Borrower counsel opinion in form and content satisfactory to Bank.
- Mortgage title insurance policy insuring the bank's lien shall contain no objectionable liens, including matters of the survey
- Bank shall receive and approve the following items prior to the closing of the construction loan:
  - Final plans and specs stamped by architect
  - Copy of construction contract and final budget
  - Copy of builders risk policy with Compass Bank named as loss payee
  - Copy of recorded limited partnership and syndication agreements
- All terms subject to market fluctuation

Permanent Loan:

Provided that there are no events of default, the Borrower may elect to exercise the option to convert the Construction Loan to the Permanent Loan provided that 1) the Construction Loan has been paid down to the Perm Loan Amount; 2) the Property has achieved a minimum occupancy of 90% for 90 days; and 3) the Property has achieved a Pro Forma Debt Service Cover Ratio of 1.15.

Amount: Up to $6,400,000. The Loan amount shall be limited to 80% of the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

Interest Rate: Fixed rate based on the 10 Year Treasury + 295 bps for a 24 month forward rate lock with a floor of 5.75%. The Bank will utilize an Underwriting Rate of 6.00%.
January 25, 2018
Page 3

Fee: 1% of the permanent loan amount with .50% payable at construction loan closing for the rate lock, and .50% payable at conversion to permanent loan as well as any required third-party report updates and Bank legal fees.

Maturity: Fifteen (15) years.

Amortization: Thirty-five (35) years.

Recourse: The loan is specifically to be non-recourse.

Prepayment: Following conversion, the loan will have standard prepayment (yield maintenance) penalties. Prior to conversion, there are no break fees.

Unless extended by the Bank at its sole discretion, the preliminary terms contained in this proposal shall automatically expire December 31, 2019, and are subject to receipt, review and acceptance of all due diligence materials by BBVA Compass. BBVA Compass cannot issue a legally binding lending commitment until formal credit approval has been obtained.

BBVA Compass wishes to thank you for the opportunity to provide financing for this project. If you have any questions, please feel free to contact me at 713-966-2303.

Sincerely,

[Signature]

Ken L. Overshiner
Senior Vice President, Community Development Capital
Evidence of Owner Contributions
January 23, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Lavon Senior Villas, 902 Lavon Drive, Garland, Texas
Deferred Developer Fee

Ladies and Gentlemen:

The purpose of this letter is to confirm that AMTEX Development LLC, the developer of the Lavon Senior Villas project, has committed to defer a portion of its Developer Fee in the amount of $1,586,296 during the construction period (the “Deferred Developer Fee”). The Deferred Developer Fee will not accrue interest and will be unsecured. During the permanent period the Deferred Developer Fee will be repaid from available cash flow. The repayment period will not exceed 15 years from the year after the project is “placed in service.”

Sincerely,

[Signature]

Arjun Nagarkatti
President, AMTEX Development LLC
Evidence of Equity Financing
January 24, 2018

Mr. Arjun Nagarkatti
AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301-4332

Re:  Lavon Senior Villas, Garland, TX
     AMTEX Lavon Fund LP (the “Partnership”)

Dear Arjun:

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 Lavon Senior Villas.

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 is our proposal as to 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 120-unit complex for senior households in Garland, Texas (the “Property”). You have advised us that AMTEX Development LLC (the “Developer”) will be the developer of the Property and an affiliate of the Developer (the “General Partner”), a single purpose entity, will be the general partner of the Partnership. Individuals/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 $1,500,000 and that 104 of the 120 units will qualify for Tax Credits.
I. **Equity Investment**

The Investor will contribute to the Partnership a total of $14,250,000 (the “Total Equity”) or approximately $0.95 (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</td>
</tr>
<tr>
<td>Second</td>
<td>60%</td>
<td>100% Completion</td>
</tr>
<tr>
<td>Third</td>
<td>15%</td>
<td>Permanent Loan Closing &amp; Breakeven Date</td>
</tr>
<tr>
<td>Fourth</td>
<td>5%</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 three (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 and approval of initial tenant files; and (vi) 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 90% 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; (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred; and (iv) evidence of continued funding under the Rental Subsidy Program at no less than the underwritten rent levels.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iii) 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 $14,467,943.

b. Permanent loan from a lender acceptable to the Investor in the approximate amount of $4,544,092, with a fixed interest rate not to exceed 6.00% compounded, a term of 15 years, and payments based on 35-year amortization.

c. 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 approximately $1,982,870, approximately $1,412,643 of which is expected to be available from capital sources (the "Cash Developer Fee") which shall be paid as follows: (i) 20% of the Cash Developer Fee shall be paid at closing; (ii) 20% of the Cash Developer Fee (as recalculated at such time) shall be paid at the time of the Second Capital Contribution; 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.
III. **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 Partners;
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 $900,000 of Tax Credits in 2020, the full amount of the Partnership’s Tax Credit allocation, $1,500,000, for Tax Credits for each year from 2021 through 2029, and $600,000 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 1 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. 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 Guarantee. The Guarantor will be responsible for replenishing any draws from the Operating Reserve at the expiration of this 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. There shall be no other fees of syndication charged to the Partnership or Property.

**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**
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 30 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 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, 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.
Mr. Arjun Nagarkatti  
Letter of Intent – Lavon Senior Villas  
January 24, 2018, Page 11

If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent 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

Cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO  
THIS 25 DAY OF January, 2018

By: ____________________________
Letter from Local Political Subdivision Evidencing a Loan, Grant, Reduced Fees or Contribution of Other Value to benefit the Development
January 25, 2018

TDHCA
Tim Irvine, Executive Director
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #18091 Lavon Senior Villas

Dear Mr. Irvine:

I am writing this letter to confirm the contribution of in-kind City services by the City of Garland for the Lavon Senior Villas development. The City of Garland will contribute $500 in the form of in-kind City services for the benefit of the development.

Sincerely,

Mona L. Woodard
Grants Manager
City of Garland
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - Yes: If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes: If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes: The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.000%
     - Cash flow from operations: 5.000%
     - Developer Fee: 5.000%
     - Total: 50.000%
   - Yes: The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - Yes: The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management  
     - Construction  
     - Development  
     - Financing  
     - Compliance
   - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 2

   Total Points Claimed: 2
Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1202670659300
File/Vendor Number: 494126
Approval Date: 27-OCT-2017
Scheduled Expiration Date: 27-OCT-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BLUE MOUNTAIN SPORTSWEAR, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 27-OCT-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, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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/passcombisearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Approval Date: 27-OCT-2017
Scheduled Expiration Date: 27-OCT-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LIMO TAI SPORTS ARIC.

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 27-OCT-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, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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/passcombisearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement/cmb/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5861.

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Texas Historically Underutilized Business (HUB) Certificate

1202670559300
464129
13-FEB-2014
13-FEB-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BLUE MOUNTAIN SPORTSWEAR, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-MAY-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the internet (http://www.window.state.tx.us/procurement/cmb/formhub.html) or by contacting the HUB Program at 1-888-663-5081 or 912-463-5972.
CERTIFICATE OF FILING
OF
Blue Mountain Sportswear, Inc.
File Number: 800228335
Assumed Name:
BLUE MOUNTAIN DEVELOPMENTS

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 11/02/2013

Effective: 11/02/2013

John Steen
Secretary of State
MATERIAL PARTICIPATION PLAN

Background

AMTEX Lavon Fund, LP, a Texas limited partnership (the “Partnership”), will own and operate a housing tax credit residential rental project located in the City of Garland, Dallas County, Texas, to be known as Lavon Senior Villas (the “Project”). AMTEX Lavon GP, LLC, a Texas limited liability company (“General Partner”) will serve as a general partner of the Partnership. AMTEX Development LLC, a Texas limited liability company (“Developer”) will enter into a development agreement with the Partnership to provide development services for the Project. Blue Mountain Developments, a Texas corporation (“HUB”) is a historically underutilized business that will materially participate in the development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership is applying for points (the “Sponsor Characteristics Points”) under Section 11.9(B)(2) of the 2018 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the “TDHCA”). This Material Participation Plan sets forth the role of the HUB in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to the HUB.

Material Participation

During the Compliance Period (as defined in Section 42(i) of the Internal Revenue Code), the HUB (or its successor) will materially participate in the development and operation of the Project. The HUB will devote such time and effort as necessary to assist the Developer in the development of the Project and such time and effort as necessary to operate the Project. During the development of, and throughout the Compliance Period for, the Project, the HUB will maintain its Certification with the Texas Comptroller of Public Accounts as a historically underutilized business.

1. Development of the Project. The HUB will engage in the following activities during the development phase of the Project:

   (i) advise the Developer regarding the design of the Project;

   (ii) assist in obtaining construction financing for the Project; and

   (iii) assist in obtaining all local approvals and permits necessary for the construction of the Project.

2. Construction of the Project. The HUB will engage in the following activities during the construction phase of the Project:

   (i) attend construction progress meetings with the contractor and/or subcontractors;

   (ii) attend meetings with sources of financing, including the construction lender.
3. Operation of the Project. The HUB will materially participate in all aspects of operating the Project throughout the Compliance Period, including the following services:

(i) determine the housing needs of low income families, and the manner in which the Project can be developed in a cost-effective manner to serve such needs;

(ii) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting low-income families, and advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;

(iii) consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;

(iv) obtain information from and consult with low income tenants in the Project as to services which might be provided to such tenants by the Partnership;

(v) obtain information from and consult with residents concerning social and educational services from the community which might be provided at the Project; and

(vi) cause the General Partner to perform all of its duties as set forth in the partnership agreement with the equity investor.

Ownership, Cash Flow, and Developer Fee

The HUB will own a 40% interest in the General Partner of the Partnership. The General Partner in turn will own a 0.01% interest in the Partnership and the investor limited partner will own a 99.99% interest in the Partnership.

The share of cash flow from operations to be allocated to the HUB will be 5%.

The HUB’s share of the developer fee will be 5%.

In no event will the combination of ownership, cash flow from operations, and developer fee shares be less than 50%. In no event will the percentage share for each of these categories (ownership, cash flow, developer fee) be less than 5%.

Conclusion

The HUB will materially participate in many activities regarding the development, construction, and operation of the Project. The Partnership will allocate ownership interests in the general partner, cash flow shares, and developer fee splits to the HUB that total at least 50%. The share for each of these categories will be at least 5%. At all times the HUB will materially participate and obtain meaningful compensation in the Project. A resume of the HUB is attached to this Material Participation Plan.
BLUE MOUNTAIN DEVELOPMENTS

COMPANY CAPABILITIES AND QUALIFICATIONS:

Blue Mountain Developments ("BMD") employs three full time architects with work experiences ranging from 10 to 35 years. The cumulative experiences of the individuals in the company allow it to fulfill a wide variety of functions in the development of Multifamily Housing projects.

BMD coordinates with City, HUD and pertinent government organizations during the preparation of project proposals, financing discussions with lenders, and participates in design and construction supervision. BMD conducts periodic site visits to supervise construction and review compliance with drawings, codes, and regulations. It also assists with property management, coordinates with service providers and manufacturers to help in customizing products to meet project requirements.

BMD prepares periodic progress reports and provides recommendations as necessary for timely completion of projects, conducts quality control supervision and facilitates meetings with the different trades involved. BMD conducts walk-through visits and prepares punch lists to meet design and construction requirements, coordinates and expedites change orders, and performs research on, and adaptation of, products to meet performance criteria.

INDIVIDUAL QUALIFICATION SUMMARIES:

Suraiya Khan, President, Blue Mountain Developments

Obtained a Bachelor's degree in Architecture from Bangladesh University of Engineering and Technology (BUET) in 1979. She has over 35 years of work experience, in Design Development to Project Management including Code Research, Concept and Master Planning, Construction Documentation, Product Research and Detailing. As she grew in experience and capability, more of her work was in Project Management and Construction Project Site supervision, for Compliance with Client Parameters, Codes and Regulations. Among the projects she has worked on, several include Multi-Family Housing projects in the USA and overseas.

At Blue Mountain Developments, Richardson, Texas

(a) 2017, Affordable Housing project "Harmon Senior Villas" (TDHCA #16275) in Fort Worth Texas, currently under construction. Role: Assisted in obtaining construction financing, attended construction progress meetings with contractor and lenders via phone and on site; at completion will provide final punch list walk/inspection services to prepare certificate of occupancy and will assist with TDHCA inspections and subsequent construction compliance corrections.
BLUE MOUNTAIN DEVELOPMENTS (Contd.)

INDIVIDUAL QUALIFICATION SUMMARIES: Suraiya Khan, President [Contd.]:

(b) 2004-2006, 880 Quail Rise, Fairview, TX. Custom single family development. Role: Project Design, Product Research and Details, Construction Supervision and Builder Finance management.

At Boka Powell LLC, Dallas, Texas - As project Architect, 2006-2007

(c) 2004-2008, Ananta Group of Industries, Dhaka, Bangladesh, 60 units of Bachelor Housing for employees of the companies. Role: Development, Design and Construction Supervision.

(d) 2007, STADIUM TOWER (the Armory Project), Tempe Arizona. Mixed Use High Rise Project, including Hotel and Housing. A 20-story project with 245 Multi-Family Housing Units, 33 Studios, 194 One- and Two-Bedroom Units and 18 Three Bedroom units. Role: Construction Documents, Product Research and Code Compliance.

Aminul H. Khan, C.O.O.: Blue Mountain Developments

Obtained a Graduate Degree in Architecture from the Massachusetts Institute of Technology (SMArchS 1982), with specialization in Private Sector Mass Housing Projects (large scale Multi-Family). His Undergraduate degree in Architecture From BUET in 1978, also focused on Multi-family Housing developments. Continuing Professional Education and Research led to Five Architectural Documentation projects (some in Mass Housing and Traditional Environments) at MIT and Harvard, which were subsequently published. Studied the TDHCA approved course on “Fair Housing Leasing and management Issues.”

In his professional career he has over 40 years of work experience, in Construction, Design and Management. Part of which is in Affordable Housing and other Multi-Family Housing. Thirty years of his work experience has been as a Registered Architect in the State of Texas, on projects located in the U.S. and Overseas. In Multifamily Housing Development Projects, he is experienced in Project Management, Financing, creating Marketing Packages, Design and Construction Supervision, Compliance Review and Coordination with Regulatory Organizations and Clients. Proficient in analyzing housing issues and resolving development hurdles and provide workable solutions. Ability to manage and coordinate projects from concept through construction. Balanced professional experience also includes Product Research, Construction Detailing and Construction Administration.

Blue Mountain Developments
2071 N. Collins Boulevard, Suite 201, Richardson TX 75080, USA PH: 972 907 0209, FX: 972 692 8826
BLUE MOUNTAIN DEVELOPMENTS (Contd.)

INDIVIDUAL QUALIFICATION SUMMARIES: Aminul H. Khan, C.O.O. (Contd.):

Past Work experiences include:

At Blue Mountain Developments, Richardson, Texas
(a) 2017, Affordable Housing project "Harmon Senior Villas" (TDHCA #16275) in Fort Worth Texas, currently under construction. Role: Assisted in obtaining construction financing, attended construction progress meetings with contractor and lenders via phone and on site; at completion will provide final punch list walk/inspection services to prepare certificate of occupancy and will assist with TDHCA inspections and subsequent construction compliance corrections.
(c) 2004-2008, Ananta group of Industries, Dhaka, Bangladesh, 60 units, Bachelor Housing for employees of the companies. Role: Development, Design, Construction Supervision of In-house construction team, participation in Project Financing and Management.
(d) 1994, Two Multi-family Housing projects - One Medium Rise, 50 unit, 10 story and the other was a low rise, 30 unit, in Phnom Penh, Cambodia. Role: Preliminary design proposal and Marketing packages.
(e) 1994, Minhaj Complex – 10 Story Mixed Use building with a Multifamily component (3rd-10th Floor), in Chittagong, Bangladesh. Role: Design and Marketing Package.

At Woodward and Associates, Dallas, Texas, between 1984-1988
(h) 1987, Nevasca Complex (aka “Depot Plaza”): Mixed-use development, with a 96 Unit Multi-Housing Condominium component, as part of utilizing an Historic Railroad Depot as the centerpiece of the Project and Housing development, in the historic Telluride mining town. Role: Study historic building adaptation option, Site Analysis, Site development Options and Site Plan, Schematic Design and Marketing package.

At Lawrence Kasser and Associates, Saxton’s Rifle, Vermont between 1983-84
BLUE MOUNTAIN DEVELOPMENTS (Contd.)

Sami A. Khan, Vice-President, Blue Mountain Developments

Obtained a Bachelor of Science in Advertising, Computer Science and Business from the University of Texas at Austin in August 2003.

At Blue Mountain Developments, Richardson, Texas

(a) 2017, Affordable Housing project “Harmon Senior Villas” (TDHCA #16275) in Fort Worth Texas, now under construction. **Role:** Coordinated with the property management company to assist with I.T. issues, Website, Advertising and Marketing at construction completion in preparation of the lease-up process.

(b) 2007, Designed website to advertise and sell Company products (during Blue Mountain Sportswear) including shopping cart and payment system with MasterCard and PayPal. **Role:** Provided complete website and Shopping Cart implementation and maintenance services.

Mamunur Rashid, Project Architect, Blue Mountain Developments

Has over 16 years of Design, Documentation and Construction Administration experience. He is proficient in water color presentations for Marketing Packages, CAD applications, free-hand drawing and sketches for conceptual design and discussions. He has broad skills in Product Research to produce project details from concept to construction documents efficiently. In Multi-Family projects, he has Design and Construction Administration experience in more than 10 multi-story, multi-family apartment buildings ranging in sizes from 5,000 to 50,000 square feet each.

At Blue Mountain Developments, Richardson, Texas, between 2013-Present

(a) 2017, Affordable housing project “Harmon Senior Villas” (TDHCA #16275) in Fort Worth Texas, Currently Under Construction. attended construction progress meetings with contractor, on site; at completion will assist with final punch list, walk through and periodic inspection services to prepare certificate of occupancy and will assist with TDHCA inspections and subsequent construction compliance corrections.

(b) 2013, Ananta group of Industries, Dhaka, Bangladesh, 60 units, Bachelor Housing for employees of the companies. **Role:** Preliminary Design, Construction Documents, Product Research and Detail development and Consulting Logistics Management.

At Mesa Homes and Landmark One Homes, Richardson, Texas

(c) 2007-2011, Worked on 15 Independent Residential projects; these companies specialized in Custom Family Homes. **Role:** Design, Construction Documents, Product Research and Detail development and managing Consulting Logistics.
BLUE MOUNTAIN DEVELOPMENTS [Contd.]

INDIVIDUAL QUALIFICATION SUMMARIES: Mamunur Rashid, Project Architect [Contd.]:

At Profile Limited, Architect and Engineers, Dhaka, Bangladesh

(d) 2000-2006, Worked on 14 Mid-Rise Multi-family projects in addition to the Commercial Projects. Role: Preliminary Design, Construction Documents, Detail development and Construction Supervision.
Applications 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!
Ownership Structure
TDHCA#: 18091
Lavon Senior Villas
Garland, TX

AMTEX Lavon Fund, LP
a Texas limited partnership
Owner/Applicant
[EIN: to-be-formed]

AMTEX Lavon GP, LLC
a Texas limited liability company
General Partner: 0.009%
(to-be-formed)

Limited Partner/Syndicator
99.99%
Special Limited Partner/Investor .001%
TBD

AMTEX Multi-Housing, LLC
a Texas limited liability company
Managing Member: 60%
EIN: 46-1346290
Arjan Nagarkatti-President
No ownership interest

Vaz Family Limited Partnership
a California limited partnership
Member: 30%

Blue Mountain Developments
Texas Certified HUB
Member: 40%
EIN: 20-2670659

Percival Vaz
Managing Member: 70%

Suraiya Kahn
President - 60%

Sami Kahn
Vice President - 40%

Alicia Vaz
Limited Partner 24.5%

Nicole Vaz-Huerta
(aka Nicole Vaz)
Limited Partner 24.5%

Sabrina Vaz
Limited Partner 24.5%

Vanessa Vaz
Limited Partner 24.5%

Percival Vaz
Managing General Partner 2%
Guarantor Structure
TDHCA#: 18991
Lavon Senior Villas
Garland, TX

AMCAL Enterprises, Inc. a California corporation
Guarantor
EIN: 95-467742
Arjun Nagar katti - President/No ownership interest

Vaz Family Revocable Trust
Percival Vaz Trustee
70% Ownership

Vaz Family Irrevocable Trust
Patrick Pathirana Trustee
30% Ownership

Alicia Vaz Financial only

Sabrina Vaz Financial only

Nicole Vaz-Huerta (aka Nicole Vaz) Financial Beneficiary only

Vanessa Vaz Financial only

Nicole Vaz-Huerta Financial Beneficiary only

Financial only

Beneficiary only

Financial only

Beneficiary only
# 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)

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<th>Org. 1</th>
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<tbody>
<tr>
<td>Applicant Legal Name:</td>
<td>AMTEX Lavon Fund, L.P. (TBF)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
<td>City:</td>
<td>Agoura Hills</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Application</td>
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<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>n/a</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(818) 706-0694</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. AMTEX Multi-Housing, LLC</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
</tr>
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<td></td>
<td>2. Blue Mountain Developments</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>3. (TBD)</td>
<td>TDHCA Experience:</td>
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</tr>
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<td>Organization Legal Name:</td>
<td>AMTEX Lavon GP, LLC (TBF)</td>
<td>Role/Title:</td>
<td>GP of Applicant</td>
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<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
<td>City:</td>
<td>Agoura Hills</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>AMTEX Lavon Fund, L.P., (TBF)</td>
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<td>Organization legally formed?</td>
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<td>Date formed:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>8187050694</td>
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<td>Organization is identified on Org. Chart:</td>
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<td>Ability to exercise Control over the Development?</td>
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<tr>
<td>1.</td>
<td>Percival Vaz</td>
<td>TDHCA Experience:</td>
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<td>2.</td>
<td>Vaz Family limited Partnership</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
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<tr>
<td>3.</td>
<td>Arjun Nagratri-Presdent (officer only)</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>TDHCA Experience:</td>
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<td>Organization Legal Name:</td>
<td>AMTEX Multi-Housing, Inc.</td>
<td>Role/Title:</td>
<td>60% Member of GP</td>
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<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
<td>City:</td>
<td>Agoura Hills</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>AMTEX Lavon GP, LLC</td>
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<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
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<td>Phone:</td>
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<td>Organization is identified on Org. Chart:</td>
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<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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<tr>
<td>1.</td>
<td>Percival Vaz</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>Alicia Vaz</td>
<td>TDHCA Experience:</td>
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</tr>
<tr>
<td>3.</td>
<td>Sabrina Vaz</td>
<td>TDHCA Experience:</td>
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<td>4.</td>
<td>Nicole Vaz-Huerta</td>
<td>TDHCA Experience:</td>
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<td>5.</td>
<td>Vanessa Vaz</td>
<td>TDHCA Experience:</td>
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</tr>
<tr>
<td>6.</td>
<td></td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
</tbody>
</table>
# List of Organizations and Principals

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**Applicant Legal Name:** AMTEX Laxon Fund, L.P. (TFB)  
**Address:** 30141 Agoura Road, Suite 100  
**City:** Agoura Hills  
**State:** CA  
**Zip:** 91301  
**Name(s) of Entities the Organization Owns or Controls:** Application  
**Organization legally formed?** No  
**Date formed:** n/a  
**Legal Org or is will be:** Limited Partnership  
**Previous TDHCA Experience?** No  
**Phone:** (818) 706-0794  
**Email:** dyarden@amcalhousing.com

<table>
<thead>
<tr>
<th>Organization</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Name(s) of Entities the Organization owns or Controls</th>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>Legal Org or is will be</th>
<th>Previous TDHCA Experience?</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AMTEX Multi-Housing, LLC</td>
<td></td>
<td>30141 Agoura Road, Suite 100</td>
<td>Agoura Hills</td>
<td>CA</td>
<td>91301</td>
<td>AMTEX Laxon Fund, L.P. (TFB)</td>
<td>No</td>
<td>n/a</td>
<td>Limited Liability Company</td>
<td>No</td>
<td>8187050694</td>
<td><a href="mailto:dyarden@amcalhousing.com">dyarden@amcalhousing.com</a></td>
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<td>2. Blue Mountain Developments</td>
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<td>3. TDHCA Experience: Yes</td>
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<th>Organization legally formed?</th>
<th>Date formed</th>
<th>Legal Org or is will be</th>
<th>Previous TDHCA Experience?</th>
<th>Phone</th>
<th>Email</th>
</tr>
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<tbody>
<tr>
<td>2. AMTEX Multi-Housing, LLC</td>
<td></td>
<td>30141 Agoura Road, Suite 100</td>
<td>Agoura Hills</td>
<td>CA</td>
<td>91301</td>
<td>AMTEX Laxon Fund, L.P. (TFB)</td>
<td>Yes</td>
<td>10/24/2012</td>
<td>Limited Liability Company</td>
<td>Yes</td>
<td>8187050694</td>
<td><a href="mailto:dyarden@amcalhousing.com">dyarden@amcalhousing.com</a></td>
</tr>
<tr>
<td>3. Blue Mountain Developments</td>
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<td>4. TDHCA Experience: Yes</td>
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<tbody>
<tr>
<td>3. Arjun Nagarkatti-President (officer only)</td>
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<th>Email</th>
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<tbody>
<tr>
<td>2. Vaz Family Limited Partnership</td>
<td></td>
<td>30141 Agoura Road, Suite 100</td>
<td>Agoura Hills</td>
<td>CA</td>
<td>91301</td>
<td>AMTEX Multi-Housing, LLC</td>
<td>Yes</td>
<td>10/26/1992</td>
<td>Limited Partnership</td>
<td>Yes</td>
<td>8187050694</td>
<td><a href="mailto:percy@amcalhousing.com">percy@amcalhousing.com</a></td>
</tr>
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<td>3. Arjun Nagarkatti-President (officer only)</td>
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<tr>
<td>1. Percival Vaz</td>
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<td>10/26/1992</td>
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<td><a href="mailto:percy@amcalhousing.com">percy@amcalhousing.com</a></td>
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<td>3. Arjun Nagarkatti-President (officer only)</td>
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<td>4. TDHCA Experience: Yes</td>
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<tr>
<td></td>
<td>Address: 2071 Collins Blvd., Suite 201</td>
<td>City: Richardson</td>
<td>State: TX</td>
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<td>Name(s) of Entities the Organization Owns or Controls: AMTEX Lavon GP, LLC</td>
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<td>Date formed: 1992</td>
<td>Legal Org is or will be: Corporation</td>
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<tr>
<td></td>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 972698826</td>
<td>Email: <a href="mailto:amin.bmd@gmail.com">amin.bmd@gmail.com</a></td>
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<td>Organization is identified on Org. Charter: Yes</td>
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<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1. Suraiya Kahn, President &amp; 60% Owner</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2. Sami Kahn, 40% Owner</td>
</tr>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>3.</td>
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<td>TDHCA Experience:</td>
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<td>4.</td>
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<td>TDHCA Experience:</td>
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<td>5.</td>
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<td>TDHCA Experience:</td>
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<td>6.</td>
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<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name: AMTEX Development, LLC</th>
<th>Role/Title: Developer</th>
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<tr>
<td></td>
<td>Address: 30141 Agoura Road, Suite 100</td>
<td>City: Agoura Hills</td>
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<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls: n/a</td>
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<td></td>
<td>Organization legally formed? Yes</td>
<td>Date formed: 10/24/2012</td>
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<td></td>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 8187050694</td>
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<td>Organization is identified on Org. Charter: Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Percival Vaz</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2. Vaz Family Limited Partnership</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>3. Arjun Nagarkatti-President (Officer Only)</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
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<td>4.</td>
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<td>6.</td>
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<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name: AMCAL Enterprise, Inc. (AEI)</th>
<th>Role/Title: Guarantor</th>
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<tbody>
<tr>
<td></td>
<td>Address: 30141 Agoura Road, Suite 100</td>
<td>City: Agoura Hills</td>
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<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls: n/a</td>
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<tr>
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<td>Organization legally formed? Yes</td>
<td>Date formed: 3/12/1998</td>
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<td>Previous TDHCA Experience? Yes</td>
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<td>Organization is identified on Org. Charter: Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1. Vaz Family Revocable Trust</td>
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<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2. Vaz Family Irrevocable Trust</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>3. Arjun Nagarkatti-President (Officer Only)</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
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<td>4.</td>
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<td>TDHCA Experience:</td>
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<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name: Vaz Family Revocable Trust</th>
<th>Role/Title: 70% Owner of AEI</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address: 5638 Greyfeather Court</td>
<td>City: Westlake Village</td>
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<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls: AMCAL Enterprises, Inc. (AEI)</td>
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<tr>
<td></td>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/26/1984</td>
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<td>Previous TDHCA Experience? Yes</td>
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<td>Organization is identified on Org. Charter: Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1. Percival Vaz - Trustee</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2. Alicia Vaz</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>3. Sabrine Vaz</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>4. Nicole Vaz-Huerta</td>
</tr>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>5. Vanessa Vaz</td>
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<td>TDHCA Experience: Yes</td>
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<tr>
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<tr>
<td>Organization Legal Name: Vaz Family Irrevocable Trust</td>
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<tr>
<td>Address: 5633 Greyfeather Court</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls: AMCAL Enterprises, Inc. (AEI)</td>
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<td>Previous TDHCA Experience? Yes</td>
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<td>Organization is identified on Org. Chart: Yes</td>
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<td>Previous TDHCA Experience?</td>
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<td>TDHCA Experience:</td>
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<tr>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
</tr>
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</table>
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Arjun Nagarkatti, Authorized Representative of Applicant, President AMTEX Multi-Housing LLC
Email Address: arjun@amcahousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   □ 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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<tr>
<td>12276</td>
<td>Villages at Cypress</td>
<td>Houston</td>
<td>9% HTC</td>
<td>Aug-12 current</td>
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<tr>
<td>14205</td>
<td>Avondale Apartments</td>
<td>Fort Worth</td>
<td>9% HTC</td>
<td>Aug-14 current</td>
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<tr>
<td>14275</td>
<td>Harmon Senior Villas</td>
<td>Fort Worth</td>
<td>9% HTC</td>
<td>Apr 17 current</td>
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<tr>
<td>16058</td>
<td>Parkdale Villas</td>
<td>Denison</td>
<td>9% HTC</td>
<td>Oct-16 current</td>
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<tr>
<td>17415</td>
<td>Campus Apartments</td>
<td>Fort Worth</td>
<td>4% HTC</td>
<td>Aug-17 current</td>
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<tr>
<td>17418</td>
<td>Alton Park</td>
<td>Fort Worth</td>
<td>4% HTC</td>
<td>Jun-17 current</td>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   ✗ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<th>Community Affairs:</th>
<th>CEAP</th>
<th>DCE</th>
<th>HHSP</th>
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# Previous Participation Form

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<thead>
<tr>
<th>Person/Role:</th>
<th>AMTEX Lavon Fund, LP - applicant</th>
</tr>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:dvarden@amcalhousine.com">dvarden@amcalhousine.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Agoura Hills, CA</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>AMTEX Lavon Fund, LP</td>
</tr>
</tbody>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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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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Person/Role: AMTEX Lavon GP, LLC - General Partner
Email Address: dvarden@amcalhousine.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** AMTEX Multi-Housing LLC - Member of General Partner  
**Email Address:** dvarden@amtexhousing.com  
**City & State of Home Addr:** Agoura Hills, CA  
**Applicant Legal Name:** AMTEX Lavon Fund, LP

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.**

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| Other:            |      |           |      | NSP       |
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Person/Role: AMTEX Development LLC - Developer
Email Address: dvarden@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Percival Vaz, Member of AMTEX Development LLC & AMTEX Multi-Housing LLC

**Email Address:** percv@amcalhousing.com

**City & State of Home Addr:** Agoura Hills, CA

**Applicant Legal Name:** AMTEX Lavon Fund, LP

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Person/Role: Vaz Family Limited Partnership - Member of AMTEX Development LLC & AMTEX Multi-Housing, LLC
Email Address: percy@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

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Person/Role: Percival Vaz - General Partner of Vaz Family Limited Partnership
Email Address: percv@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: Alicia Vaz-Ind Pr, Vaz Family LP; Beneficiary of Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

Email Address: percv@amcalhousing.com

City & State of Home Addr: Agoura Hills, CA

Applicant Legal Name: AMTEX Lavon Fund, LP

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Person/Role:  
Email Address:  
City & State of Home Addr:  
Applicant Legal Name:  

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: Nicole Vaz-Huerta-Lid Ft, Vaz Family LP; Beneficiary if Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

Email Address: percv@amcalhousing.com

City & State of Home Addr: Agoura Hills, CA

Applicant Legal Name: AMTEX Lavon Fund, LP

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**Person/Role:** Vaz Family LP, Beneficiary of Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

**Email Address:** dvvar@amcalhousing.com

**City & State of Home Addr:** Agoura Hills, CA

**Applicant Legal Name:** AMTEX Lavon Fund, LP

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Person/Role: AMCAL Enterprises, Inc. (AEI) - Guarantor
Email Address: percv@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

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Person/Role: Vaz Family Revocable Trust - 70% Owner of AMCAI Enterprises, Inc. (AEI)
Email Address: percv@amcaihousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

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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.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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Previous Participation Form

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Person/Role: Pervical Vaz - Trustee of Vaz Family Revocable Trust - 70% Owner of AEI
Email Address: percv@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>9% HTC</td>
<td>Aug-14 current</td>
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<tr>
<td>16275</td>
<td>Herman Senior Villas</td>
<td>Fort Worth</td>
<td>9% HTC</td>
<td>Apr-17 current</td>
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</tr>
<tr>
<td>16098</td>
<td>Parkdale Villas</td>
<td>Denison</td>
<td>9% HTC</td>
<td>Aug-16 current</td>
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<tr>
<td>17415</td>
<td>Campus Apartments</td>
<td>Fort Worth</td>
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<td>Fort Worth</td>
<td>4% HTC</td>
<td>Jun-17 current</td>
<td></td>
</tr>
</tbody>
</table>

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
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<th>HHSP</th>
<th>WAP</th>
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<td>LIHEAP</td>
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<td>HBA</td>
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<tr>
<td>HTF/OCI:</td>
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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
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<td>NSP</td>
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</tbody>
</table>

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Vaz Family Irrevocable Trust - 30% Owner of AEI
Email Address: percv@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>Aug-14 current</td>
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<td>16275</td>
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<td>Alton Park</td>
<td>Fort Worth</td>
<td>4% HTC</td>
<td>Jun-17 current</td>
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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>Community Affairs:</th>
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<td>HTF/OCL:</td>
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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Patrick Pathirana, Trustee for Vaz Family Irrevocable Trust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:prpathirana@gmail.com">prpathirana@gmail.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
<td>Carlsbad, CA</td>
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<tr>
<td>Applicant Legal Name:</td>
<td>AMTEX Lavon Fund, LP</td>
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</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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<td>Fort Worth</td>
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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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Person/Role: Blue Mountain Developments, Inc., Member of General Partner and HUB
Email Address: amie@bimpex.com
City & State of Home Addr: Richardson, TX
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<tbody>
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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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Person/Role: Suralya Kahn, President and 60% Owner of Blue Mountain Developments, Inc.(HUB)
Email Address: enin@bimpec.com
City & State of Home Addr: Richardson, TX
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan, HOME, TCAP, RHD, and BOND) that you have controlled at any time.

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<table>
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Person/Role: Sami Kahn, Vice President and 40% Owner of Blue Mountain Developments, Inc. (HUB)
Email Address: smihan@blimpex.com
City & State of Home Addr: Richardson, TX
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHA), and BOND) that you have controlled at any time.

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**Person/Role:** Blue Mountain Developments, Member of General Partner and HUB  
**Email Address:** amin@bluemine.com  
**City & State of Home Addr:** Richardson, TX  
**Applicant Legal Name:** AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td>Apr-17</td>
<td>Current</td>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an “x” next to the program name.

   - [X] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<td>Other:</td>
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</table>
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Suraiya Kahn, President and 60% Owner of Blue Mountain Developments (HUB)
Email Address: amin@bimnex.com
City & State of Home Addr: Richardson, TX
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>Fort Worth</td>
<td>9% HTC</td>
<td>Apr-17</td>
<td>current</td>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<td>Other:</td>
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</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Sami Kahn, Vice President and 40% Owner of Blue Mountain Developments (HUB)
Email Address: amin@bimnex.com
City & State of Home Addr: Richardson, TX
Applicant Legal Name: AMTEX Lavon Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

- By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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</tbody>
</table>
Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

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: _______________ 11/4

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? _______________

If no to the question above, what is its current legal status? _______________

If "Other" please specify: _______________

Date of legal formation of Nonprofit Organization: _______________

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? _______________

If “Yes”, will this nonprofit organization Control the Applicant? _______________

What is the ownership percentage of this nonprofit organization? _______________

2) Describe the nonprofit’s participation: _______________

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

________________________________________________________________________

4) Will the nonprofit receive part of the development fees paid in connection with the development? _______________

If "Yes," explain: _______________
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
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</table>
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)
### 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).

<table>
<thead>
<tr>
<th>Role</th>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
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<tr>
<td><strong>Developer</strong></td>
<td>AMTEX Development, LLC</td>
<td>Arjun Nagarkatti</td>
<td>(818) 706-0694</td>
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<td><a href="mailto:arjun@amcalhousing.com">arjun@amcalhousing.com</a></td>
<td>$1,982,870.00</td>
<td>46-1333482</td>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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</tr>
<tr>
<td><strong>Housing General Contractor</strong></td>
<td>AMTEX Construction, LLC</td>
<td>Arjun Nagarkatti</td>
<td>(818) 706-0694</td>
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<td><a href="mailto:arjun@amcalhousing.com">arjun@amcalhousing.com</a></td>
<td>TBD</td>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
<td><strong>Infrastructure General Contractor</strong></td>
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<td>Arjun Nagarkatti</td>
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<td><strong>Cost Estimator</strong></td>
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<tr>
<td><strong>Architect</strong></td>
<td>DGO Architects</td>
<td>Jaron Daily</td>
<td>(214) 520-8078</td>
<td></td>
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<tr>
<td>Engineer</td>
<td>BGE, Inc.</td>
<td>Jaime Beard</td>
<td>(972) 464-4800</td>
<td><a href="mailto:jbeard@bgeinc.com">jbeard@bgeinc.com</a></td>
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<td>74-1817951</td>
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<tr>
<td>Civil Engineer</td>
<td>BGE, Inc.</td>
<td>Jaime Beard</td>
<td>(972) 464-4800</td>
<td><a href="mailto:jbeard@bgeinc.com">jbeard@bgeinc.com</a></td>
<td>$26,050.00</td>
<td>74-1817951</td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Apartment Market Data, LLC</td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
<td><a href="mailto:amd@stc.net">amd@stc.net</a></td>
<td>$8,000.00</td>
<td>20-3964998</td>
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<tr>
<td>Appraiser</td>
<td>N/A</td>
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<td>Phone</td>
<td>Email</td>
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<tr>
<td>Attorney</td>
<td>Coats Rose</td>
<td>Barry Palmer</td>
<td>(713) 633-7395</td>
<td><a href="mailto:BPalmer@coatsrose.com">BPalmer@coatsrose.com</a></td>
<td>$85,000.00</td>
<td>76-0294490</td>
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<tr>
<td>Accountant</td>
<td>Cohn Reznick</td>
<td>Stephen Shumrak</td>
<td>(916) 930-5730</td>
<td><a href="mailto:stephen.shumrak@cohnreznick.com">stephen.shumrak@cohnreznick.com</a></td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>UAH Property Management, LP</td>
<td>Michael Clark</td>
<td>(214) 265-7227</td>
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<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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<tbody>
<tr>
<td><a href="mailto:mclark@uahmgt.com">mclark@uahmgt.com</a></td>
<td>5% of LGi</td>
<td>26-0052388</td>
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<tr>
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<tbody>
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<td>No</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members* - No

### Originator of Underwriter:

| N/A                  | Contact Name | Phone          |

| Email                  | Proposed Fee | Tax ID Number (TIN) |

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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### Bond Issuer:

| N/A                  | Contact Name | Phone          |

| Email                  | Proposed Fee | Tax ID Number (TIN) |

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### Syndicator:

| Hudson Housing Capital, LLC | Joshua Lappen, VP | (212) 218-4466 |

| josh.lappen@hudsonhousing.com | TBD | 54-1884498 |

| Email                  | Proposed Fee | Tax ID Number (TIN) |

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This is a direct or indirect, financial, or other interest with Applicant or other team members* - No

### Supportive Services Provider:

| TBD                  | Contact Name | Phone          |

| Email                  | Proposed Fee | Tax ID Number (TIN) |

<table>
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<tr>
<th>Certified Texas HUB?</th>
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</table>

### Supportive Services Provider:

| TBD                  | Contact Name | Phone          |

| Email                  | Proposed Fee | Tax ID Number (TIN) |

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
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<tbody>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
<td>Title Company</td>
<td>Contact Name</td>
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<tr>
<th>Application Consultant</th>
<th>Contact Name</th>
<th>Phone</th>
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<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
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<tr>
<th>ESA Provider</th>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Alpha Testing, Inc.</td>
<td>Chris Talamini</td>
<td>(817) 496-5600</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ctalamini@alphatesting.com">ctalamini@alphatesting.com</a></td>
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<td>$4,000.00</td>
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<tr>
<th>Other</th>
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<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Mountain Developments - HUB/Co-Developer</td>
<td>Suraiya Kahn, President</td>
<td>(972) 759-0732</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:amin@bmd.com">amin@bmd.com</a></td>
<td></td>
<td>5% DF + 5% cash flow</td>
<td></td>
</tr>
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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 "Non-discrimination 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

_____________________________
JARON DAUNT
Printed Name

_____________________________
17482
License Number and State

_____________________________
BGO ARCHITECTS
Firm Name (if applicable)
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 MFDI as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

**DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)**

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:
http://fedgov.db.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

**Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)**

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.

  The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan assisted units, Davis Bacon would not be triggered.

- [ ] Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at
http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

**Affirmative Marketing Plan (Direct Loan Applications Only)**

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at
http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
Mr. Percival Vaz  
c/o Lisa Davis  
30141 Agoura Road, Suite 100  
Agoura Hills, California 91301

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Vaz:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
January 18, 2018

Mr. Arjun Nagarkatti

c/o Lisa Davis
30141 Agoura Road, Suite 100
Agoura Hills, California 91301

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Nagarkatti:

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:

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If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

\[Signature\]

Marni Holloway
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

<table>
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<th>Part I. Applicant Credit Limit Documentation</th>
<th>b. Person/entity has at least one other application in the current Application Round</th>
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</thead>
<tbody>
<tr>
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<td>No</td>
</tr>
<tr>
<td>2. AT Lavon GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. AMTEX Multi-Housing LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>4. Vaz Family Limited Partnership</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>5. Percival Vaz</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>6. Alicia Vaz</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>7. Sabrina Vaz</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>8. Nicole Vaz-Huerta</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>9. Vanessa Vaz</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>10. AMTEX Development LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>11. AMCAL Enterprises, Inc.</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>12. Vaz Family Revocable Trust</td>
<td>Yes, Submit Part II</td>
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<tr>
<td>13. Vaz Family Irrevocable Trust</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>14. Patrick Pathiana</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>15. Blue Mountain Developments</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>16. Suraiya Kahn</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>17. Sami Kahn</td>
<td>Yes, Submit Part II</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 I b. above.

By: ___________________________  1/25/2018  Its: President
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 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 II 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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<th>a. 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>
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<td>3. AMTEX Multi-Housing, LLC</td>
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<td>4. Vaz Family Limited Partnership</td>
<td>Yes</td>
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<td>15. Sunyoka Kahn</td>
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<td>16. Sami Kahn</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part II b. above.

By: [Signature of Applicant]  
5/1/2018  
Its: President
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).

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<td>Yes</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  5/7/2018  Its: President

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: Arjun Nagarkatti, President of AMTEX Multi-Housing, LLC and AMTEX Developments, LLC (officer only)

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>Lavan Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Green Oaks Apartments</td>
<td>G</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Arjun Nagarkatti 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]  
Arjun Nagarkatti, President of AMTEX Multi-Housing, LLC and AMTEX Developments,  
5/7/2018

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: AMTEX Development, LLC - Developer

Which is: ☑ a Developer for the Applicant for this specific 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>Laven Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>0.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Green Oak Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>25.00%</td>
</tr>
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</table>

I acknowledge that Arjun Negarkoti 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] AMTEX Development, LLC - Developer
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
Printed Name
5/7/2018 Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: AMTEX Multi-Housing LLC, Member of AT Lavan GP, LLC

Which is:

[X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ 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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<tr>
<td>Lavon Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>60.00%</td>
<td>0.00%</td>
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<tr>
<td>Green Oaks Apartments</td>
<td>6</td>
<td>Houston</td>
<td>60.00%</td>
<td>0.00%</td>
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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)]

AMTEX Multi-Housing LLC, Member of AT Lavan GP, LLC

1/3/2018

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:  
Vaz Family Limited Partnership - Member of AMTEX Multi-Housing LLC & AMTEX Development LLC

- ☐ 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 the Application 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)

Vaz Family Limited Partnership - Member of AMTEX Multi-Housing LLC  
Printed Name

Date: 1/23/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Percival Vaz, Managing Mbr-AMTEX Multi-Housing LLC, Vaz Family LP, AMTEX Development LLC, CEO-AMT

Which is:

X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ 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 Arjun Nagarkatti 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]

Percival Vaz, Managing Mbr-AMTEX Multi-Housing LLC, Vaz Family L

Printed Name

1/23/2018

Date
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Alicia N. Vaz, of 3122 Greenfield Avenue, Los Angeles, CA 90034, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz, of 30141 Azoura Road, Suite 100, Agoura Hills, CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[ X ] (A) Real Estate Transactions
[ ] (B) Tangible personal property transactions
[ ] (C) Bond, share and commodity transactions
[ ] (D) Banking transactions
[ X ] (E) Business operating transactions
[ ] (F) Insurance transactions
[ ] (G) Gifts to charities and individuals other than attorney-in-fact
[ ] (H) Claims and litigation
[ ] (I) Personal relationships and affairs
[ ] (J) Benefits from military service
[ ] (K) Records, reports and statements
[ ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[ X ] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 5th day of June, 2014.

Signed in the presence of:

Witness

Witness

Principal

Attorney-in-facts

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On June 5, 2014, before me, Scott R. Campbell, Notary Public, personally appeared Alicia Vaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they signed(ure) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Stamp: Scott R. Campbell, Notary Public - California, Los Angeles County, Commission # 1924516, My Comm. Expires Feb 5, 2015]
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Sabrina Vaz, of 22109 Burbank Blvd. Unit #5, Woodland Hills, CA 91367, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz, of 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[ X ] (A) Real Estate Transactions
[ ] (B) Tangible personal property transactions
[ ] (C) Bond, share and commodity transactions
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[ X ] (E) Business operating transactions
[ ] (F) Insurance transactions
[ ] (G) Gifts to charities and individuals other than attorney-in-fact
[ ] (H) Claims and litigation
[ ] (I) Personal relationships and affairs
[ ] (J) Benefits from military service
[ ] (K) Records, reports and statements
[ ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[ X ] (M) Specific matters as written here: All documents pertaining to application submitals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 2 day of June, 2014.

Signed in the presence of:

[Signature]  [Signature]
Witness  Witness

[Signature]  [Signature]
Principal  Attorney-in-Fact

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  ) ss.

On June 2, 2014, before me, Heather Allen, Notary Public, personally appeared Sabrina Vaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

[SEAL]
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Nicole Vaz, of 6035 Caledonia Court, Oak Park, CA 91377, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz, of 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301. and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The principal must write his or her initials in the corresponding blank space of the checked box below with respect to each of the subdivisions (A) through (M) below for which the grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.

[ X ] (A) Real Estate Transactions
[ X ] (B) Tangible personal property transactions
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[ ] (D) Banking transactions
[ X ] (E) Business operating transactions
[ ] (F) Insurance transactions
[ ] (G) Gifts to charities and individuals other than attorney-in-fact
[ ] (H) Claims and litigation
[ ] (I) Personal relationships and affairs
[ ] (J) Benefits from military service
[ ] (K) Records, reports and statements
[ ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[ X ] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vaz Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, FIDuciARIES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 30th day of May, 2014.

Signed in the presence of:

Witness

Principal

Witness

Attorney-in-Fact

STATE OF CALIFORNIA     )
COUNTY OF LOS ANGELES     ) SS.

On June 3, 2014, before me, Sheri D. Wilhelm, Notary Public, personally appeared Percival Vaz and Nicole Vaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public
GENERAL POWER OF ATTORNEY

TO ALL PERSONS, be it known that I, Vanessa Vaz, of 5638 Greyfeather Court, Westlake Village, CA 91362, the undersigned Principal, do hereby make and grant a general power of attorney to Percival Vaz, of 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301, and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the follow matters, to the extent that I am permitted by law to act through an agent:

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[ ] (D) Banking transactions

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[ ] (I) Personal relationships and affairs

[ ] (J) Benefits from military service

[ ] (K) Records, reports and statements

[ ] (L) Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select

[X ☑] (M) Specific matters as written here: All documents pertaining to application submittals to agencies, including the Texas Department of Housing and Community Affairs, submitted on behalf of Vez Family Limited Partnership.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all act so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH
REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR
MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY
AGREED TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY
AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD
PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 14th day of May, 2014.

Signed in the presence of:

Witness

Principal

Witness

Attorney-in-Fact

   STATE OF CALIFORNIA    )
   )  SS.
   COUNTY OF LOS ANGELES  )

On June 14, 2014, before me, Scott Bettencourt, Notary Public, personally appeared Vanessa Val, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public  [SEAL]
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: Alicia Vaz, Ltd Pfr-Vaz Family LP; Beneficiary-Vaz family Revocable Trust & Vaz Family Irrevocable Trust

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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<tr>
<th>Development Name</th>
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<th>City</th>
<th>% Ownership</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Lavon Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Green Oak Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
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I acknowledge that Arjun Nagarkatti 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)]

Alicia Vaz, Ltd Pfr-Vaz Family LP; Beneficiary-Vaz family Revocable Trust

Printed Name

1/23/2018

Date
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: Sabrina Vaz, Ltd Ptr-Vaz Family LP; Beneficiary-Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

Which is:
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application
☐ a Development or Class B Limited Partner or equivalent of the Applicant
☒ an Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

Pursuant to §114(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>3</td>
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<td>0.00%</td>
<td>0.00%</td>
</tr>
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<td>6</td>
<td>Houston</td>
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I acknowledge that Arjun Nagarkatti is authorized to terminate the Application in the event of a conflict with §114(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Sabrina Vaz, Ltd Ptr-Vaz Family LP; Beneficiary-Vaz Family Revocable
Printed Name
1/23/2018 Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Nicole Vas-Huerta, Ltd Pťr-Vaz Family LP; Beneficiary-Vaz Family Revocable Trust & Vaz Family Irrevocable

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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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Nicole Vas-Huerta, Ltd Pťr-Vaz Family LP; Beneficiary-Vaz Family Rev

Printed Name

Date: 1/23/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Vanessa Vaz, Ltd Pt-Vaz Family LP; Beneficiary-Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

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

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Date: 1/23/2018

Vanessa Vaz, Ltd Pt-Vaz Family LP; Beneficiary-Vaz Family Revocable

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: AMTEX Development LLC - Developer

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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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)]  AMTEX Development LLC - Developer  1/23/2018

Printed Name  Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: AMCAL Enterprises Inc. - Guarantor

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

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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)

AMCAL Enterprises Inc. - Guarantor 1/23/2018

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: Vaz Family Revocable Trust-70% interest of AMCAL Enterprises Inc.

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

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<td>6</td>
<td>Houston</td>
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I acknowledge that Arjun Nagarkatti is authorized to terminate the Application in the event of a conflict with §114(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Vaz Family Revocable Trust-70% interest of AMCAL Enterprises Inc. Printed Name

1/23/2018 Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Vaz Family Irrevocable Trust-30% interest of AMCAL Enterprises Inc.

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

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Vaz Family Irrevocable Trust-30% interest of AMCAL Enterprises Inc.  
1/23/2018  
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: Patrick Pathirana, Trustee for Vaz Family Irrevocable Trust

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Patrick Pathirana
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Patrick Pathirana, Trustee for Vaz Family Irrevocable Trust
Printed Name

Date: 1/3/2010
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (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.)
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<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laven Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Green Oaks Apartments</td>
<td>5</td>
<td>Houston</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Arjun Nagarkatti 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 Applicat, Developer, Affiliate or Guarantor (as appropriate)]

Blue Mountain Developments, General Partner

Printed Name

Date 1/22/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered “Yes” to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Suraiya Kahn, President of Blue Mountain Developments

Which is:  
X the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)

☐ a Special limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ 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>
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</thead>
<tbody>
<tr>
<td>Lain Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Green Oaks Apartments</td>
<td>6</td>
<td>Houston</td>
<td>40.00%</td>
<td>5.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Suraiya Kahn, President of Blue Mountain Developments 1/22/2018

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:  
Sami Kahn, Vice President of Blue Mountain Developments

Which is:  
[ ] [ ] [X] [ ] [ ]
- the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
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<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavon Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>40.00%</td>
<td>5.70%</td>
</tr>
<tr>
<td>Green Oaks Apartments</td>
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<td>Houston</td>
<td>40.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
Sami Kahn, Vice President of Blue Mountain Developments  
1/22/2018  
Date
## Community Input Scoring Items

**TDHCAR:** 18091

### 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>Letter</th>
<th>Name of Community Organization</th>
<th>Contact Name</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Metro Dallas Homeless Alliance</td>
<td>Cindy J. Crain, MDHA President and CEO</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>B.</td>
<td>Life Message</td>
<td>Chris Kizzar, President/CEO</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Local Government Support Resolution
I, COURTNEY VANOVER ON BEHALF OF THE UNDERSIGNED CITY SECRETARY'S OFFICE FOR THE CITY OF GARLAND, TEXAS, A GOVERNMENTAL SUBDIVISION OF THE STATE OF TEXAS, IN THE PERFORMANCE OF THE FUNCTIONS OF MY OFFICE, HEREBY CERTIFY THAT THE ATTACHED RECORD IS A FULL, TRUE AND CORRECT COPY OF:

Resolution No. 10325 – 2018 Competitive 9% Housing Tax Credits

AS THE SAME APPEARS OF RECORD IN MY OFFICE, AND THAT I AM THE LAWFUL POSSESSOR AND HAVE LEGAL CUSTODY OF SAID RECORD.

WITNESS MY HAND ON THIS THE 24th DAY OF JANUARY 2018.

[Signature]

Courtney Vanover
City Secretary's Office

SIGNED BEFORE ME, the undersigned authority, on this the 24th day of January 2018.

[Notary Seal]

ELISA MORALES
Notary ID # 124284586
My Commission Expires
February 9, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
RESOLUTION NO. 10325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS CONFIRMING OF CERTAIN PROPOSED DEVELOPMENTS TO BE FUNDED WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS 2018 COMPETITIVE 9% HOUSING TAX CREDITS; AUTHORIZING THE CERTIFICATION OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a number of applicants have proposed various developments for affordable rental housing to be located within the City of Garland, Texas; and

WHEREAS, those applicants have advised that they intend to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the development being proposed by the respective applicant; and

WHEREAS, the City Council desires to evidence its support of those applications by adopting this Resolution; and

WHEREAS, City Council particularly notes that the development known as Lavon Senior Villas, and the development to be known as the Evergreen Garland Senior Community, are proposed to be located within areas of the City for which a concerted revitalization plan has been established by the City; (1) the Lavon Senior Villas development that is the most favored project located within the Downtown Tax Increment Finance District and subject to the Downtown Redevelopment Implementation Plan and the provisions of the Downtown TIF; and (2) the Evergreen Garland Senior Community that is the most favored project located within the Forest/Jupiter/Walnut Catalyst Area, an area that has been designated by the City as a Targeted Investment Area within the Envision Garland 2030 Plan;
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City, by and through its City Council, hereby confirms that it supports the proposed developments as set forth and further identified below and that this formal action has been taken to put on record the opinion expressed by the City as of the effective date of this Resolution.

<table>
<thead>
<tr>
<th>Region 3/Urban</th>
<th>Name</th>
<th>Address</th>
<th>Zip</th>
<th>Type/Limit</th>
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<tbody>
<tr>
<td>Application 18592</td>
<td>Kowlett Senior Apartment Homes</td>
<td>615 Kowlett Road</td>
<td>75043</td>
<td>Elder limit</td>
</tr>
<tr>
<td>Application 18368</td>
<td>The Reserves at Merriwood Ranch</td>
<td>SEQ E Miller Rd/ E Centerville Road</td>
<td>75041</td>
<td>General</td>
</tr>
<tr>
<td>Application 18376</td>
<td>Lakeview Pointe Apartments</td>
<td>N side of IH 30, E of Bass Pro Drive</td>
<td>75043</td>
<td>General</td>
</tr>
<tr>
<td>Application 18003</td>
<td>Evergreen at Basswood Senior Community</td>
<td>1001 State Hwy 66</td>
<td>75040</td>
<td>Elder limit</td>
</tr>
<tr>
<td>Application 18091</td>
<td>Lavon Senior Villas</td>
<td>902 Lavon Drive</td>
<td>75040</td>
<td>Elder limit</td>
</tr>
<tr>
<td>Application 18000</td>
<td>Evergreen Garland Senior Community</td>
<td>1102 N. Shiloh Road</td>
<td>75042</td>
<td>Elder limit</td>
</tr>
</tbody>
</table>

Section 2

That, for and on behalf of the City Council, the City Secretary is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.
Section 3

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 16th of January, 2018.

CITY OF GARLAND, TEXAS

[Signature]
Mayor

ATTEST:

[Signature]
City Secretary
State Representative Letter of Support
January 22, 2018

Ms. Marni Holloway
Director, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Lavon Senior Villas
TDIICA Project No. 18091
902 Lavon Drive
Garland, Texas 75040

Dear Ms. Holloway,

As State Representative of District 112 of Texas, I support the AMTEX Multi-Housing LLC, proposed senior community development referenced above.

The proposed development, Lavon Senior Villas, is located within District 112 at 902 Lavon Drive, Garland, Texas 75040. I find that it will serve the community well by providing much needed affordable senior housing and I look forward to seeing the development come to fruition.

Please let me know if I can be of further assistance.

Sincerely,

Angie Chen Button
ACB/ah
January 25, 2018

Ms. Marni Holloway, Director
Multifamily Finance Division
TDHCA
221 E. 11th Street
Austin, TX 78701

RE: Letter of COMMUNITY ORGANIZATION SUPPORT for LAVON SENIOR VILLAS,
TDHCA APPLICATION NO. 18091, 902 Lavon Drive, Garland, Texas 75040

Dear Ms. Holloway:

On behalf of Metro Dallas Homeless Alliance, I am pleased to provide this letter of support for AMTEX Lavon, LP, applicant, for an award of Competitive 9% Housing Tax Credits pursuant to the 2018 funding cycle. The development is located at 902 Lavon Drive, Garland Texas 75040, Dallas County, Texas.

It is our understanding that Lavon Senior Villas will be comprised of 100 affordable units and 20 market-rate units for seniors aged 62 and over. The development is located at 902 Lavon Drive, Garland, Texas, 75040, Dallas County. We recognize the need for more affordable housing for the target population and support the addition of this proposed project to the City of Garland, Texas.

Metro Dallas Homeless Alliance is a nonprofit 501(c)(3) organization. In our capacity as a tax-exempt organization, we have a primary purpose to make homelessness rare, brief and non-recurring. As our experiencing homelessness continues to impact and increasing number of senior citizens, we encourage opportunities for the development of new affordable housing.

Thank you for your consideration.

Most Sincerely,

[Signature]

President and CEO

Attachments: IRS Letter of Tax-exempt Status and Programs
CINCINNATI OH 45999-0038

In reply refer to: 0248222025
Sep. 06, 2013 LTR 4168 C 0
75-2461679 00000000
Input Op: 0248222025 00021029
BODC: TE

METRO DALLAS HOMELESS ALLIANCE
% MICHAEL M FAENZA
2816 SWISS AVE
DALLAS TX 75204-5950

Employer Identification Number: 75-2461679
Person to Contact: R CLEMONS
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 27, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1995.

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

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard Mckee, Department Manager
Accounts Management Operations
Franchise Tax Account Status
As of: 01/22/2018 11:31:58

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>METRO DALLAS HOMELESS ALLIANCE</th>
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<tbody>
<tr>
<td>Texas Taxpayer Number</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>Right to Transact Business in Texas</td>
</tr>
<tr>
<td>State of Formation</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
</tr>
<tr>
<td>Registered Agent Name</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
</tr>
</tbody>
</table>
What is MDHA and What Does It Do?

As someone who grew up in the Middle East, I can't say that I really understand American Football, but I am told that these gladiators of the gridiron have something called a “playbook”. Interestingly, over the course of the last two years, MDHA has developed what may be called a “playbook”. The interesting thing about homelessness is that though it might seem mysterious (just as Football does to someone like me), the solutions for it are not really that complicated. From the national level all the way down to the local level, we really know what to do, and we have been doing it. We need the community to exercise the political will to take a few hard but simple steps, which can break a couple of significant logjams – the most significant one being a shortage of affordable housing.

So, what is MDHA and what do we do?

The Metro Dallas Homeless Alliance (MDHA) is a non-profit organization leading the development of an effective homeless response system that will make the experience of homelessness in Dallas and Collin Counties rare, brief, and non-recurring. MDHA engages nonprofit and public service organizations, policy makers, funders, people experiencing homelessness and the public in making continuous progress toward this goal.

MDHA brings together more than 100 shelter, housing and supportive services programs in retrofitting homeless services into a crisis response system. Guided by principles of collective impact, homeless services must be transformed into a nimble system of care, that is easily navigable by consumers, responsive to service needs, and accountable to funders, both public and private. As the system’s backbone organization for Dallas and Collin Counties’ homeless response system, MDHA is client focused, agency informed and funder driven, in providing the leadership and infrastructure guiding this transformation.

Imagine We Could End Homelessness

Let’s back up, though, and take it from the top. Close your eyes, and imagine...

There are many social ills of the past, that seemed intractable, that people would have said we would never get rid of, from slavery to segregation, from child labor to keeping children with special needs out of school. So, imagine we could end homelessness. Not just help individuals. Not just manage homelessness. Imagine we could eradicate it. Imagine we could make this intractable social ill a thing of the past too.

Now, what do we mean by ending homelessness? We do not mean no one ever becomes homeless. It is a given that in a capitalist economy, there is economic churn, and that that cannot be fully prevented. This is why even Scandinavian social welfare states have some degree of homelessness. What we do mean is that homelessness rarely happens, when it does happen it is brief, and that it never happens to that person again. This is no pipe dream. Research has shown that it is entirely doable.
ARTICLE I
PURPOSES

Section 1. Name. The name of this Corporation is Metro Dallas Homeless Alliance. (Hereinafter the "MDHA" or "Corporation").

Section 2. Purposes. Purposes: the purposes of the Corporation are those charitable legal objectives necessary to engage a broad spectrum of resources to end homelessness in Dallas and Collin Counties through collaborative planning of public policy, public and private financing strategies, housing and services planning and oversight, and implementation of the HUD-MDHA Continuum of Care.

Section 3. Mission. The Mission of MDHA is to build an effective homeless response system to make homelessness rare, brief, and non-recurring in Dallas and Collin Counties.

Section 4. Principal Office. The principal office of the Corporation shall be located in the City of Dallas, County of Dallas, and State of Texas. The Corporation may have offices at such other places as the Board of Directors may from time to time appoint or the purposes of the Corporation may require.

Section 5. Registered Office and Registered Agent. The Corporation shall continuously maintain in the state of Texas a registered office, and a registered agent whose office is identical with such a registered office, as required by the Texas Business Organizations Code. The address of the registered office and the registered agent may be changed from time to time by the Board of Directors.

ARTICLE II
CONTINUUM OF CARE BOARD

Section 1. Continuum of Care. The corporation shall serve as the Continuum of Care Board of Directors, the local planning body represented by relevant organizations within the geographic area of Dallas and Collin County, TX-600, and shall act on behalf of the Continuum of Care as set forth in the Homeless Emergency Assistance and Rapid Transition to Housing Act (24 CFR 578).
ARTICLE III
DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be under the management of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute or by the Certificate of Formation or these Bylaws.

Section 2. Powers and Duties. The management and control of the affairs, activities and property of the Corporation, shall be delegated to a Board of Directors. The Board of Directors shall establish and enforce broad policies governing the operation of the Corporation and may exercise all such powers of the Corporation and do all acts and things that are not prohibited by statute or expressly limited by the Certificate of Formation or by these Bylaws. The Board of Directors shall have sole authority to hire or fire the President/Chief Executive Officer.

Section 3. Board of Directors Number and Term. The Board of Directors shall consist of no less than fifteen (15) and no more than thirty-one (31) persons. In addition, nonvoting "ex officio" members may be designated by the Chair. Board members shall each serve a term of three (3) years or until his or her death, resignation or removal. Board members' terms will be divided into three roughly equal groups by the Executive Committee, so that approximately one-third (1/3) of board member terms expire each year. No Director shall serve more than two (2) consecutive full terms, unless the Board of Directors grants an exception based upon a Director's past commitment to or an existing need of the Corporation. Unless an exception is granted by the Board of Directors, no Director who has served two (2) consecutive full terms is eligible for reappointment to the Board of Directors until he or she has not been a Director for one (1) full year. All terms of directors shall be as specified at their election.

Section 4. Qualification. All directors shall be individuals interested in and supportive of eliminating homelessness in the Community through a community-wide partnership. Candidates for directorship must demonstrate a willingness to participate in public awareness, collaboration and support the Purpose and Mission of MDHA and fulfill the roles and responsibilities of the Continuum of Care. No director of the Corporation shall receive any compensation for any service performed in such capacity on behalf of the Corporation; provided, however, that a director, or any person or entity with whom such director is affiliated, may receive compensation for services performed on behalf of the Corporation in a capacity other than as a director, if the Board of Directors is advised of all material details relating to such arrangement and compensation and a majority of the disinterested members of the Board of Directors approve such arrangement and compensation.

Section 5. Election of Individuals to the Board of Directors. Individuals shall be elected to serve on the Board of Directors by majority vote of the Board of Directors at any regular or special meeting. All nominations for the Board of Directors will be reviewed and approved for consideration by the Board of Directors or rejected by the Nominating and Governance Committee. The Board of Directors shall endeavor to elect individuals so that the Board of Directors would consist of individuals made up of a diverse and representative cross-section of
the Community, including race, ethnicity, gender, sexual orientation and public and private sector employment backgrounds, from two broad categories as follows:

A.) Public Sector: Individuals representing local city and county government and its agencies as well as public agency entities within the geographic area of the Continuum of Care. On occasion a particular government or public agency may have more than one Director on the Board of Directors. Public Sector Director Entities may include, but are not limited to:

i. City of Dallas

ii. Dallas County

iii. Collin County

iv. Municipalities within Dallas and Collin County

v. Public Housing Authorities

vi. Mental Health Care System

vii. Health Care System

viii. Public School Districts

ix. US VA North Texas Health System

x. State Health and Human Services Organizations

B.) Private Sector: Individuals representing the diversity of the community including expertise related to solutions to homelessness including housing, supportive services, public policy, healthcare, housing and services financing and public education. The local business community, philanthropy organizations and nonprofit housing and services providers to all homeless populations will be included. Membership shall include at least one current or formerly homeless person.

The remaining positions on the Board of Directors shall be appointed from a cross-section of the community. The Board of Directors shall not be deemed powerless to act in the event there are any vacancies on the Board from any designated area.

Section 6. Vacancies in Any Director Positions. If any Board of Director position becomes vacant prior to the expiration of its term, the Board of Directors shall have the authority to fill any such vacancy to the same extent as the Board elects new members to the Board of Directors.

Section 7. Meetings. The Board of Directors shall meet at such times and places as it may direct, but regular meetings shall be held not less than once each calendar quarter. The first meeting of the Board following the last quarter of the calendar year shall be the Annual Meeting of the Board. Special meetings may be called by the Chairperson of the Board of Directors, or
The Metro Dallas Homeless Alliance (MDHA) leads the development of an effective homeless response system that will make the experience of homelessness in Dallas and Collin Counties rare, brief, and non-recurring. MDHA brings together more than 100 shelter, housing and supportive services programs in retooling homeless services into a crisis response system.

Over the course of 2015-2016, MDHA has developed what may be called a “playbook”. The interesting thing about homelessness is that though it might seem mysterious, the solutions for it are not really that complicated. From the national level all the way down to the local level, we really know what to do, and we have been doing it. We need the community to exercise the political will to take a few hard but simple steps, which can break a couple of significant logjams – the most significant one being a shortage of affordable housing.

For your convenience, we have two versions of our playbook, a quick overview, and a more in depth version. We hope you will take the time to review both, and we welcome your feedback.
On Tuesday, March 22, 2016 Cindy J. Crain, President and CEO of the Metro Dallas Homeless Alliance (MDHA) delivered her second annual State of the Homeless Address, with more than 300 people in attendance, at Goodwill Industries of Dallas. MDHA leads the development of the homeless response system that, in accordance with Opening Doors, the national strategic plan to end homelessness, will make homelessness in Dallas and Collin Counties rare, brief and nonrecurring.

Crain was introduced by Dallas Mayor Mike Rawlings, the city’s former “homeless czar”, who shared remarks and pledged his support in word and deed to support MDHA’s efforts to end homelessness. Crain called on MDHA Board Member and homeless advocate, Ricky Redd to share some of his knowledge gained through lived experience as a person experiencing homelessness. Redd elicited tears as well as laughter, as he movingly spoke of what he learned and what are the most pressing needs of those experiencing homelessness. Crain’s address was followed by public comments and questions.

Crain opened with the purpose of the address: To review what we know, and how this will influence our decisions, to be honest about the challenges we deal with, and to welcome insights from the community on how we can make homelessness rare, brief and non-recurring. The numbers she shared were sobering. The 2016 Point-in-Time Homeless Count conducted in late January, indicated an increase of 21% in the homeless population in Dallas and Collin Counties over the 2015 Count, going from 3,141 to 3,810 individuals. The number of chronically homeless individuals, i.e. those that have been homeless for 12 months and have a disability did not see significant change, dropping from 615 to 597. She presented elaborate graphs and charts, drilling down into this data by age, gender, race, ethnicity, sheltered vs. unsheltered and more.

Some of the most interesting data collected during the Count was from surveys, which the more than 700 volunteers in both counties administered to those they counted. One of the more sobering statistics was that of 358 unsheltered persons who were willing to share if they had experience in the criminal justice system, 75% had answered yes. This enforces the idea that
with mass incarceration, we are creating a “prison to poverty and homelessness pipeline”. Of the 387 responses regarding health, 48% reported significant health conditions.

Crain discussed the lessons MDHA has accumulated from working with the residents of the Tent City under the I-45 Bridge, specifically highlighting the importance of increased professional street outreach and interagency collaboration, to help house as many people as possible. Crain highlighted the tension between short term needs and long term housing solutions. She emphasized that the question, “What is your housing plan?” must become a mantra that pushes everyone towards housing, with services that support smooth transition and permanence in housing. She also reminded the assembled that true solutions lie in systemic and systematic changes, like Coordinated Assessment, a system through which all persons are assessed, using a common, uniform, objective and evidence based assessment tool, so they may be prioritized for service and matched with the services that will best help end their homelessness as quickly as possible. (MDHA is currently running a blog post series that explains how this federally required system will help end homelessness.)

In this context, Crain referenced MDHA’s partnership with PCCI, a nationally recognized leader in creating information systems that connect community based organizations with healthcare organizations to create an integrated community wide system of care. Together, MDHA and PCCI are creating a new Homeless Management Information System, customized to the needs of the Dallas community. With this new system, the community will have a far clearer picture of the nature and extent of homelessness and have the data necessary to optimize housing and services to make the experience of homelessness rare, brief, and non-recurring.

Crain ended her address emphasizing the need for all members of the community to work together. Without collaboration, cooperation and coordination of information and services, she stressed, we will keep more people homeless longer. By working together we, as a community, and each of us individually, can and must do better.
From: Gary Lacey  
Sent: Friday, January 26, 2018 9:46 AM  
To: Benton Heimsath  
Subject: Fwd: Letter of Support - TDHCA Senior Project

See emails below

Regards,
Gary Lacey
Director
AMTEX Development

Sent from my iPhone

Begin forwarded message:

From: Cindy Crain <Cindy.Crain@mdh.org>  
Date: January 26, 2018 at 11:32:58 AM CST  
To: Gary Lacey <glacey@amtexhousing.com>, Shavon Moore <Shavon.Moore@mdh.org>  
Subject: RE: Letter of Support - TDHCA Senior Project

Yes.

Cindy J. Crain  
President and CEO  
Metro Dallas Homeless Alliance  

Cell/Text: 817-991-9127

From: Gary Lacey <mailto:glacey@amtexhousing.com>  
Sent: Friday, January 26, 2018 11:32 AM  
To: Cindy Crain <Cindy.Crain@mdh.org>; Shavon Moore <Shavon.Moore@mdh.org>  
Subject: RE: Letter of Support - TDHCA Senior Project

Hi Ladies,

On the letter, we had a late change in unit count. The letter states, "It is our understanding that Lavon Senior Villas will be comprised of 100 affordable units and 20 market-rate units for seniors aged 62 and over". The revised count is 106 affordable units and 14 market rate units.

Can you confirm by email that the revised count is acknowledged and has your support?

Thanks!
Gary Lacey
Director
AMTEX DEVELOPMENT LLC
4101 McEwen, Suite 675
Farmers Branch, Texas 75244
Office 214-295-4462
Cell 972-815-5500
Email glacey@amtexthousing.com
Website www.amtexthousing.com
January 19, 2018

Ms. Marni Holloway, Director
Multifamily Finance Division
TDHCA
221 E. 11th Street
Austin, TX 78701

RE: Letter of COMMUNITY ORGANIZATION SUPPORT for LAVON SENIOR VILLAS,
TDHCA APPLICATION NO. 18091: 902 Lavon Drive, Garland, Texas 75040

Dear Ms. Holloway:

Through collaborative partnerships and expanded outreach programs, we are fighting hunger by bringing food and services to our local communities - This is our mission at Life Message.

On behalf of Life Message, I am pleased to provide this letter of support for AMTEX Lavon LP, applicant for an award of Competitive 9% Housing Tax Credits pursuant to the 2018 funding cycle. The development is located at 902 Lavon Drive, Garland, Dallas County, Texas.

It is our understanding that Lavon Senior Villas will be comprised of 120 units for seniors. We recognize the need for more affordable senior housing and support the addition of this proposed project to the City of Garland, Texas.

Life Message is a nonprofit 501(c)(3) organization. In our capacity as a tax-exempt organization, we have a primary purpose for the overall betterment, development and improvement of the City of Garland and surrounding communities in Dallas County as a whole.

Thank you for your consideration.

Sincerely,

[Signature]

Chris Kizziah
President/CEO
Life Message

Attachments: IRS Letter of Tax-exempt Status and Programs
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-FC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)
<table>
<thead>
<tr>
<th><strong>LIFE MESSAGE, INC.</strong></th>
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<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
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<tr>
<td><strong>Right to Transact Business in Texas</strong></td>
</tr>
<tr>
<td><strong>State of Formation</strong></td>
</tr>
<tr>
<td><strong>Effective SOS Registration Date</strong></td>
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<tr>
<td><strong>Texas SOS File Number</strong></td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
</tr>
</tbody>
</table>
Texas Secretary of State
Carlos N. Cascos

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 801107799
Original Date of Filing: April 7, 2009
Formation Date: N/A
Tax ID: 32036271344
Duration: Perpetual
Name: Life Message, Inc.
Address: 2301 FOREST LN STE 410
          GARLAND, TX 75042 USA

Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Non-Profit Type: N/A
FEIN:

Registered Agent:
Name: Chris Kizzar
Address: 9550 Skillman St. Suite 200
         Dallas, TX 75243 USA

Order  Return to Search
Life Message

Let's put an end to hunger in our community!

FEED THE HUNGRY
HELP THOSE IN NEED
GIVE HOPE

JOIN US

Hunger isn't seasonal, which is why we offer food on a weekly basis. Devote an afternoon.

OUR MISSION

Life Message strives to make sure that every member of the family has food in their
Life Message

Let's put an end to hunger in our community!

MISSION & VISION

Life Message strives to make sure that every member of the family has food in their stomach and clothes on their back and at least the opportunity to build economic stability.

SERVICE

Our staff is at the Food Pantry & Clothing Center five days a week to help those who have the need for food & clothes.

OUR FOUNDER

"Through collaborative partnerships and expanded outreach programs, we are fighting hunger by bringing food and services to our local communities. This is our mission."

Chris Kizziar
Founder & President

OUR LEADERSHIP TEAM
SOME FACTS ABOUT LIFE MESSAGE

- We are distributing food to an average of 450 families per week
- Adding to the growing list of clients at approximately 90 families per month
- Over 3,700 families are listed as clients of Life Message
- Food is distributed four times per week on Monday, Wednesday, Thursday and Friday
- Clothing is distributed twice per week on Tuesday and Thursday
- Life Message has no restrictions on zip code, city, county or income for any family in need of assistance
- Life Message currently has 15 Outreach Centers in Dallas, Garland, Rowlett, Wylie, Sachse and Mesquite that help to reach families beyond Rowlett
- By the end of 2014, Life Message distributed 1,331,258 pounds of food to feed the hungry
- In April 2015, we distributed over 210,000 pounds of food
- In October 2015, we distributed over 166,113 pounds of food

Seniors (60+)

Every Thursday from 11:00 a.m. - 1:00 p.m., any one 60 years of age or older can pick up their weekly food from the pantry. This will include fresh produce & non-perishable food items. This program is for all registered clients.
### 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:** Alpha Testing, Inc.
   - **Date of Report:** 1/25/2018
   - [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 (§811.215) and provide adequate material to meet the tenants. 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 tenants of HUD environmental policy and the requirements of applicable statutes and authorities.
   - [ ] 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 (§811.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [n/a] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [n/a] Documentation of HUD Environmental Clearance is included behind this tab.
   - [n/a] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [n/a] 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:** Alpha Testing, Inc.
   - **Contact Person:** Christopher Talamini, P.G.
   - **Contact Telephone:** (972) 620-8911
   - **Email:** ctalamini@alphatesting.com

3. **Primary Market Area Map**
   - [x] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - **Prepared by:** Apartment Market Data, LLC
   - **Date of Report:** 1/19/2018

4. **Property Condition Assessment (PCA)**
   - **Prepared by:** N/A
   - **Date of Report:**

5. **Appraisal**
   - **Prepared by:** N/A
   - **Date of Report:**

6. **Site Design and Development Feasibility Report**
   - **Prepared by:**
   - **Date of Report:** 1/24/2018
The Site Design and Feasibility Report was prepared by BGE, Inc.
January 25, 2018

Ms. Marni Holloway
Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: ESA Preparer Compliance – Lavon Senior Villas ESA Certification

Dear Ms. Holloway:

AMTEX Multi-Housing, LLC, representing the Developer Owner for the Lavon Senior Villas development, certifies that the Development Owner will comply with any and all recommendations made by the ESA Preparer, Alpha Testing, in the Phase I Environmental Site Assessment report dated January 25th, 2018.

Sincerely,

[Signature]

Arjun Nagarkatti
President
AMTEX Multi-Housing, LLC
January 25, 2018

Marni Holloway  
Director of Multi-Family Finance  
221 E. 11th Street  
Austin, TX 78701

RE:  18091 - Lavon Senior Villas  
Phase I ESA Compliance with Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215)

Dear Ms. Holloway:

As part of our Application for 9% Competitive Housing Tax Credit Program, and selecting points for providing a minimum of ten (10) Section 811 PRA units, we hereby certify that we will provide to the Department information to ensure that the project meets the tenets of the HUD environmental policy and the requirements of applicable statutes and authorities.

We have provided a Phase I ESA report in our application, have reviewed the Environmental Requirements and Environmental Assurance provisions of the Section 811 PRA Program Guidelines (§ PRA.215), and a third party will aid in the environmental clearance process, which we understand must be determined prior to signing the Rental Assistance Contract (RAC).

Sincerely,
AMTEX Multi-Housing, LLC

[Signature]

Arjun Nagarkatti  
President
Lisa,

The environmental clearance is similar (though not the same as) HOME and the timing of the environmental deliverables is similar as well.

If you are just submitting for a Tax Credit project that will have 811 requirements you only need to submit the Phase I ESA at application. The R111 environmental tenants need to be completed prior to commitment. 811 environmental tenants have some elements that are stricter than the usual HUD environmental review and for this reason you need to know if your property will qualify for 811 funds.

Spencer, In the procedures manual it says if we will have 811 units on the site we must meet certain environmental requirements which is understood. In the 2018 application itself, under tab 47, it references submitting an environmental packet to TDHCA. What is needed in that packet and how should the packet be submitted?

Thank you,
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC.
Contact: Darrell G Jack
Date: 1/8/2018

Development: Lavon Senior Villas
Target Population: Finerly
Definition of Elderly Age: 62

Site Location: 902 Lavon Dr
City: Garland
County: Dallas

Site Coordinates: Longitude -96.627183
Latitude 32.920269

Primary Market Area (PMA) page 32

CENSUS TACTS

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</table>

26.61 Square Miles
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Credit Limit Part I omitted AMTEX Development LLC and Arjun Nagarkatti.
2. Credit Limit Part II is needed for Arjun Nagarkatti.

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 Monday, May 14, 2018. Please respond to this email as confirmation of receipt.**

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**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 20 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC 510.2(b)).*
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.

2. Credit Limit Part II is needed for Arjun Nagarkatti.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5 pm Austin local time on the seventh business day may be terminated.

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Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and on 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 102(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 Monday, May 14, 2018. Please respond to this email as confirmation of receipt.**
AMTEX Response to Deficiency #2  
May 7, 2018

1. Credit Limit Part I omitted AMTEX Development LLC and Arjun Nagarkatti.

AMTEX Response: See revised Credit Limit Part I, attached.

2. Credit Limit Part II is needed for Arjun Nagarkatti.

AMTEX Response: We have provided the requested form herein. Please note that Arjun Nagarkatti is listed as “officer only” in the Application because, as an employee of AMTEX, he does not have any ownership interest in any of the entities associated with the Project. We have not previously included him in the Credit Limit Documents. To the extent it is needed, we can continue to provide a Credit Limit Part II in future applications.
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §114.4(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></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>
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<td>1.</td>
<td>AMTEX Lavon Fund, LP (to be formed)</td>
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<td>2.</td>
<td>AT Lavon GP, LLC (to be formed)</td>
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<td>3.</td>
<td>AMTEX Multi-Housing, LLC</td>
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<td>4.</td>
<td>Vaz Family Limited Partnership</td>
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<td>5.</td>
<td>Percival Vaz</td>
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<td>6.</td>
<td>Alicia Vaz</td>
<td>Yes</td>
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<td>7.</td>
<td>Sabrina Vaz</td>
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<td>8.</td>
<td>Nicole Vaz Huerte</td>
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<td>9.</td>
<td>Vanessa Vaz</td>
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<td>10.</td>
<td>Vaz Family Revocable Trust</td>
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<td>11.</td>
<td>AMCAL Enterprises, Inc. (AEI)</td>
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<td>Vaz Family Irrevocable Trust</td>
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<td>13.</td>
<td>Patrick Pathirana</td>
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<td>Suraiya Kahn</td>
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<td>16.</td>
<td>Sami Kahn</td>
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<td>AMTEX Development, LLC</td>
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<td>18.</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

5/7/2018
Date

Its: President
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: Arjun Nagarkatti, President of AMTEX Multi-Housing, LLC and AMTEX Developments, LLC (officer only)

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.

<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>Laven Senior Villas</td>
<td>3</td>
<td>Garland</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Green Oaks Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Arjun Nagarkatti 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)]

Arjun Nagarkatti, President of AMTEX Multi-Housing, LLC and AMTEX Developments

Printed Name

Date 5/7/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: AMTEX Development, LLC - Developer

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
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<td>0.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Green Oak Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>25.00%</td>
</tr>
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</table>

I acknowledge that Arjun Negarkoti 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]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

AMTEX Development, LLC - Developer

Printed Name

5/7/2018

Date
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. **Site Information Part I:** Confirm that the complete address for the Development is stated as the ESA and site control include several tracts and addresses.

2. **Concerted Revitalization Plan:** Without providing additional documentation, clarify the parts of the submitted plan that fulfill the requirements of §11.9(d)(7) as they are not denoted. Please identify the page(s) within the plan that best fulfill the requirements listed below.
   - Documentation that the target area was once vital but lapsed into a situation requiring concerted revitalization.

3. **Elevations:** I don’t find the pitch for the clubhouse. Please clarify.

4. **List of Organizations and Principals:** The entity name of the Managing Member does not agree with the Organization Charts.

5. **Previous Participation:** Clarify whether the entity name is Blue Mountain Development or Blue Mountain Development, Inc. as the name stated on the Previous Participation form does not agree with the Organization Charts.

6. **Credit Limit Certification Part I:** The name of the General Partner does not agree with the Organization Charts.

**The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.**

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5 pm Austin local time on
the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 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 May 3, 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.

Liz Cline Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Applicant Responses to Deficiency Notice
TDHCA #18091 – Lavon Senior Villas

1. “Site Information Part I: Confirm that the complete address for the Development is stated as the ESA and site control includes several tracts and addresses.”

**AMTEX Response:** The 11.3 acre parcel includes three contiguous tracts and addresses:
- 902 Lavon Drive
- 138 Castle Drive
- 1014 Lavon Drive

The list of addresses and site map can be found on page 14 of 16 of the Purchase and Sale Agreement included in the Application Tab 11 - Site Information Part III. See attached Tab 11, which is revised to include all 3 addresses.

2. “Concerted Revitalization Plan: Without providing additional documentation, clarify the parts of the submitted plan that fulfill the requirements of §11.9(d)(7) as they are not denoted. Please identify the page(s) within the plan that best fulfill the requirements listed below.

- Documentation that the target area was once vital but lapsed into a situation requiring concerted revitalization.”

**AMTEX Response:** Please see two separate sections of the submitted materials that fulfill the requirements of §11.9(d)(7). From Ordinance 5785, attached and reproduced here, with emphasis added:

```
d) That the reinvestment zone as defined in Exhibit A meets the criteria for the creation of a reinvestment zone as set forth in Section 311.005 of the Act in that:

(1) It is a contiguous geographic area located wholly within the corporate limits of the City; and

(2) The area impairs the sound growth of the municipality, retards the provision of housing accommodations, constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and because of the presence of the deterioration of site or other improvements.
```

Similar language is also included in page 4 of the Downtown TIRZ Project Plan and Financing Plan:
As shown in the highlighted sections of the Ordinance and the Project Plan, the City Council found that the conditions of the target area had deteriorated.

“Deteriorate” means:

“To become worse.” Cambridge Dictionary, Cambridge University Press, 2018

“To become impaired in quality, functioning, or condition.” Merriam-Webster Dictionary, 2018

“To make or become worse; lower in quality or value; depreciate.” Collins English Dictionary, 2018.

The Council’s findings of deterioration evidence that the target area, and improvements within, were once of higher quality, value, condition, and function, but have since lapsed into decay, requiring the concerted revitalization efforts which is the raison d’être of the TIRZ and which the TIRZ is designed to implement.

Similarly, in the letter submitted from Mona Woodard, the local Garland official, Ms. Woodard notes the various efforts of revitalization which include, among other things, “renovation to the existing City Hall.” This substantial renovation work to City Hall is documented in the Project Plan at pages 9 through 12 and carries an estimated cost of almost $5 million (see Project Plan, page 12). Ms. Woodard concludes that “[t]he proposal by AMTEX is consistent with all of the City of Garland’s efforts to revitalize the area as outlines [sic] in the previously-mentioned plan.” (Emphasis supplied). Ms. Woodard’s statements reiterate the history of deterioration of the area, including City Hall, and the need to restore the vitality that once existed.

Accordingly, the application provides sufficient documentation that the target area fulfills the requirements of Section 11.9(d)(7).
3. “Elevations: I don’t find the pitch for the clubhouse. Please clarify.”

   **AMTEX Response:** Roof pitch measurements were inadvertently left off the Architectural Drawings. A revised club elevation is attached.

4. “List of Organizations and Principals: The entity name of the Managing Member does not agree with the Organization Charts.”

   **AMTEX Response:** The correct entity name is “AMTEX Multi-Housing, LLC” as shown in the Organization Chart. A corrected List of Organizations and Principals is attached.

5. “Previous Participation: Clarify whether the entity name is Blue Mountain Development or Blue Mountain Development, Inc. as the name stated on the Previous Participation form does not agree with the Organization Charts.”

   **AMTEX Response:** The correct entity name is “Blue Mountain Developments” as shown in the Organization Chart and the List of Orgs and Principals. Corrected Previous Participation forms for Blue Mountain Developments and its Principals (Suraiya Kahn and Sami Kahn) are attached.

6. “Credit Limit Certification Part I: The name of the General Partner does not agree with the Organization Charts.”

   **AMTEX Response:** The correct General Partner name is “AMTEX Lavon GP, LLC” which is to-be-formed. A revised Organization Chart and Credit Limit Certification Part I are attached.
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan ("QAP"). This scoring notice provides a summary of staff's assessment of the application's score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties. §11.9(d)(1) Local Government Support. §11.9(d)(4) Quantifiable Community Participation. §11.9(d)(5) Community Support from State Representative. §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) "Leveraging of Private, State, and Federal Resources", 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(e)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department's rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department's Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP):
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP):
Difference between Requested and Awarded:

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed:
Points Awarded for §11.9(d)(1) Local Government Support:
Points Awarded for §11.9(d)(4) Quantifiable Community Participation:
Points Awarded for §11.9(d)(5) Community Support from State Representative:
Points Awarded for §11.9(d)(6) Input from Community Organizations:
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:

Section 3:
Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules:

Section 4:
Final Score Awarded to Application by Department staff (Including all points):

Section 5:
Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:

NA

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Wednesday, May 16, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department’s Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf.
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf