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: Green Oaks Apartments

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, relative 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 Multi-Housing, LLC

Applicant Entity Name

By: [Signature]

Signature of Authorized Representative

Arjun Nagarkatti

Printed Name

President, AMTEX Multi-Housing, LLC

Title

9-Feb-18

Date

Sworn to and subscribed before me on the
by Arjun Nagarkatti

(day of February, 2018)

Notary Public Signature

(Signed)

Notary Public, State of California

County of Los Angeles

My Commission Expires: April 2, 2021

Date

2/8/2018 6:28 PM
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
_____ 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 MIL/ 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.
By: 

______________

Signature

Arjun Nagarkatti

Printed Name

President - AMTEX Multi-Housing LLC

Title

January 23, 2018

Date

THE STATE OF

COUNTY OF

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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 the 23rd
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.

(Signature)
The Applicant Eligibility Certification(s) is included behind this tab.

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

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

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

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

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

The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov't Code, or a provision of Chapter 572 of the Tex. Gov't Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
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 hereon, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but
not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

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

By: [Signature]

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 ______________________________ who is 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 Ajun 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]

Signature of Authorized Representative

Percival Vaz

Printed Name

Individual and Member - 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 __________, 2018

(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 Voz,

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

(Signature)

(Seal)
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 Renival 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

Individual Managing General Partner of
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 Percival Vaz, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]

(Serial No. 2188476)
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 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 acts 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:

[Signature]
Witness

[Signature]
Principal

[Signature]
Witness

STATE OF CALIFORNIA 
COUNTY OF LOS ANGELES 

On June 5, 2014, before me, Scott R. Campbell, Notary Public, personally appeared Alicia 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] 
Signature of Notary Public

[Stamp] 
Commission # 1924516
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
REVOCA TION 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:

Sabinia Vaz
Witness

Sabinia Vaz
Principal

Witness

Attorney-in-Fact

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

On June 2, 2014, before me, ________________, Notary Public, personally appeared Sabinia 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, 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
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[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 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

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
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
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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 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 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 14th day of May, 2014.

Signed in the presence of:

Witness

[Signature]

Witness

[Signature]

Principal

[Signature]

Attorney-in-Fact

[Signature]

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 14, 2014, before me, Scott Bettencourt, Notary Public, personally appeared Wireless, 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]
THE STATE OF ____________
COUNTY OF ____________

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ____________, 2018.

____________________
(Seal)

Notary Public Signature

Subscribed to the foregoing document and being by me first duly sworn, declared and certified before me, a duly public notary, on this day personally appeared and sworn to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared and certified.

___________________________________________
By: ________________________
    Signature of Authorized Representative

Date: ________________________
    Date

Alicia Vaz
Nicole Vaz
Limited Partnership

Vaz Family Limited Partnership

By: ________________________
    Signature of Authorized Representative

Printed Name
Percival Vaz, Power of Attorney

Title

January 23, 2018

Page 6 of 6
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 Pervival Vaz.

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

(Signature)

(Seal)
2018 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

Percival Vaz

Printed Name

CEO, AMCAL Enterprises, Inc.

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 ______________, 2018

(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)

(Signature)
By: [Signature]

Signature of Authorized Representative

[Printed Name]

Printed Name

[Title]

[Date]

THE STATE OF §

§

COUNTY OF §

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 ___ 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.

Sheri D. Wilhelm
Notary Public - California
Los Angeles County
Commission #2199478
My Comm. Expire: Apr 2, 2021

(Seal) Signature
By: Patrick Pathirana
Signature of Authorized Representative
PATRICK PATHIRANA
Printed Name

TRUSTEE
Title

01-23-2018
Date

THE STATE OF California $5
COUNTY OF San Diego $5

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 25th day of January 2018

(Seal)

O. P. MAYO III
COMM # 2071255
COMM. REP. JUNE 13, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By:  

Signature of Authorized Representative

SURAYYA N. KHAN

Printed Name

PRESIDENT

Title

JAN 25, 2018

Date

THE STATE OF Texas

COUNTY OF Dallas

§

§

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

SURAYYA N. KHAN, 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 25th day of January, 2018

(Seal)

PARTHOGHOSH
ID #177418
My Commission Expires
May 22, 2021

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Sami Kahn

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

Page 6 of 6
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.tripca.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>186</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:dyarden@amtoxhousing.com">dyarden@amtoxhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</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>CA</td>
<td>91301</td>
<td></td>
</tr>
<tr>
<td>Agoura Hills</td>
<td>State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Zip</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Davis</td>
<td>(818) 706-0694</td>
<td>112</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ldavis@amcalhousing.com">ldavis@amcalhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Email</td>
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<tr>
<td>Mailing Address</td>
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<tr>
<td>Street</td>
<td>CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
<td></td>
<td></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 §12.6.

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
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**High Quality Housing Total** 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
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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>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
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<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
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</tr>
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</table>

**Serve and Support Texans Most in Need Total** 49

#### Criteria Promoting Community Support and Engagement

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

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

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

**Efficient Use of Limited Resources and Applicant Accountability Total** 43

#### Point Deductions

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

**Total Application Self Score** 120
Site Information Form Part I

1. Development Address (All Programs)
   1475 Gears Road
   Houston
   Address
   6
   Zip
   Harris
   County
   Urban
   City
   Rural/Urban

2. Census Tract Information (All Programs)
   48201550500
   Yes
   Median Household Income:
   39293.00
   Quartile:
   3q
   Poverty Rate:
   18.2
   Census Tract Number
   (11 Digits)
   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 MCA or in a county with a population of less than
   one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new
   construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))
   X Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse
   development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

4. Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)] (All Programs)
   Development Site is appropriately zoned?
   No
   Zoning Designation: N/A-No zoning in City of Houston
   Flood Zone Designation:
   X
   Entire Development Site is outside the 100 year floodplain.
   Yes

5. School Rating [§73.066, §73.067(a)]; [§71.101(a)(4)(A)(I)] (All Programs)
   Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X through X</td>
<td>2015</td>
</tr>
<tr>
<td>Spence Elementary</td>
<td>K</td>
<td>4</td>
</tr>
<tr>
<td>Marcella Intermediate</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Plummer Middle</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>Davis 9th Grade</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Davis Senior High</td>
<td>9</td>
<td>12</td>
</tr>
</tbody>
</table>

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

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

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

- X Street Map with Site Drawn and Identified
- X Census Tract Map with Development Site Identified: https://tacfinder.census.gov/taces/nav/jst/pages/searchresults.xhtml?refresh=t
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- X Evidence of Zoning and/or Evidence of Re-Zoning Process
- X Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - X School Attendance Zone Map with Development labeled;
  - X 2017 TEA accountability information for each school
  - n/a UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.

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
1455 Gears Road, Houston, TX 77067

The Address "1455 Gears Road, Houston, TX 77067" falls under Tract "48201550500". This tract is for 2013 vs 2014.

Project Site: Gears Road, Houston, TX CT# 48201550500

2016 TDHCA Application #18093
Green Oaks Apartments
Gears Road, Houston, TX 77067
Map Census Tract # 48201550500

AMTEX Development, LLC
30141 Agoura Road, #100 Agoura Hills, CA 91301
To                  Whom It May Concern

From               Patrick Walsh, P.E., Director
                   Planning and Development Department

Effective Date      January 2019

The City of Houston does not have a zoning ordinance. This is the city of Houston's no zoning letter applicable to any property inside the city of Houston. This does not address any separately filed restrictions that may be applicable to the property. You may use this letter to present to your lender. This letter will be updated on January 1, 2020.

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
School Zoning Information

In order to find out which school your child is supposed to attend please provide the following information.

**School Year:** 2017-2018

**Address:** 1455 GEARS RD

**City/State/Zip:** HOUSTON, TX  77067

Results provided here are for informational purposes only; final student placement is determined by campus registrars.

**Results**

**Grades: EC-KG**

**de Santiago EC/PK & Head Start Center**

1420 Aldine Meadows

Houston, TX  77032-2916

(281) 985-7500

[Web Site](http://www.aldinesisd.org/parents/school_locator)

**Grades: KG-4**

**Spence Elementary School**

1300 Gears Road

Houston, TX  77067

(281) 539-4050

[Web Site](http://www.aldinesisd.org/parents/school_locator)

**Grades: 5-6**

**Marcella Intermediate School**

16250 Cotillion

Houston, TX  77060

(281) 878-0860

[Web Site](http://www.aldinesisd.org/parents/school_locator)

**Grades: 7-8**

**Plummer Middle School**

11429 Spears Road

Houston, TX  77067

(281) 539-4000

[Web Site](http://www.aldinesisd.org/parents/school_locator)

**Grades: 9**

[http://www.aldinesisd.org/parents/school_locator](http://www.aldinesisd.org/parents/school_locator)
Davis Ninth Grade School
12211 Ella Blvd.
Houston, TX  77067
(281) 873-1800

Web Site

Grades: 10 12

Davis Senior High School
12525 Ella Blvd
Houston, TX  77067-2407
(281) 539-4070

Web Site
PLUMMER MIDDLE

Middle School Zone Map
Project Site:
Green Oaks Apts. AP# 8093
Gears Road, Houston, TX
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- Student Achievement

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: 57

Index 2
Student Progress (Target Score=32)
Points Earned: 43

Index 3
Closing Performance Gaps (Target Score=28)
Points Earned: 32

Index 4
Postsecondary Readiness (Target Score=11)
Points Earned: 29

Distinction Designation

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

Campus Demographics

Campus Type: Elementary
Campus Size: 682 Students
Grade Span: KG - 04
Percent Economically Disadvantaged: 91.2%
Percent English Language Learners: 51.0%
Mobility Rate: 30.7%
Percent Served by Special Education: 7.6%
Percent Enrolled in an Early College High School Program: 0.0%

Performance Index Summary

Index Points Earned Maximum Points Index Score
1 - Student Achievement 315 552 57
2 - Student Progress 346 800 43
3 - Closing Performance Gaps 388 1,200 32
4 - Postsecondary Readiness
  STAAR Score: 29.3
  Graduation Rate Score: N/A
  Graduation Plan Score: N/A
  Postsecondary Component Score: N/A 29

System Safeguards

Number and Percentage of Indicators Met

Performance Rates: 4 out of 15 = 27%
Participation Rates: 10 out of 10 = 100%
Graduation Rates: N/A
Total: 14 out of 25 = 56%

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

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

![Performance Index Report Graph]

<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>1,250</td>
<td>1,707</td>
<td>73</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>399</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>458</td>
<td>1,200</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Performance Index Summary

System Safeguards

Number and Percentage of indicators Met

- Performance Rates: 13 out of 17 = 76%
- Participation Rates: 12 out of 12 = 100%
- Graduation Rates: N/A

Total: 25 out of 29 = 86%

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

August 15, 2017
Texas Education Agency
2017 Accountability Summary
Plummer Middle (101902051) - Aldine 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

<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>2,248</td>
<td>3,297</td>
<td>68</td>
</tr>
<tr>
<td>2</td>
<td>511</td>
<td>1,200</td>
<td>43</td>
</tr>
<tr>
<td>3</td>
<td>679</td>
<td>2,000</td>
<td>34</td>
</tr>
<tr>
<td>4</td>
<td>29.7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>16 out of 32 = 50%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>30 out of 46 = 65%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://ptsr1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

- Index 1: Student Achievement (Target Score=60)
  - Points Earned: 76
- Index 2: Student Progress (Target Score=17)
  - Points Earned: 23
- Index 3: Closing Performance Gaps (Target Score=10)
  - Points Earned: 42
- Index 4: Postsecondary Readiness (Target Score=2)
  - Points Earned: 44

Distinction Designation

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

Campus Demographics

- Campus Type: High School
- Campus Size: 922 Students
- Grade Span: 09 - 09
- Percent Economically Disadvantaged: 84.1
- Percent English Language Learners: 15.9
- Mobility Rate: 15.6
- Percent Served by Special Education: 4.7
- Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met
- Performance Rates: 14 out of 18 = 78%
- Participation Rates: 12 out of 12 = 100%
- Graduation Rates: N/A
- Total: 26 out of 30 = 87%

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

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

Performance Index Report

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>1,953</td>
<td>3,397</td>
<td>57</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>314</td>
<td>1,400</td>
<td>22</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>493</td>
<td>1,600</td>
<td>31</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>13.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>6.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>21.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>26%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>73%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>43%</td>
</tr>
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</table>

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

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>535</td>
<td>826</td>
<td>65</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>339</td>
<td>1,000</td>
<td>34</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>411</td>
<td>1,200</td>
<td>34</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>23.0</td>
<td>N/A</td>
<td>23</td>
</tr>
</tbody>
</table>

STARR Score
- Graduation Rate Score: N/A
- Graduation Plan Score: N/A
- Postsecondary Component Score: N/A

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>12</td>
<td>71%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>24</td>
<td>83%</td>
</tr>
</tbody>
</table>

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

TEA Division of Performance Reporting
Page 1
September 2016
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 - Student Achievement</td>
<td>1,298</td>
<td>1,854</td>
<td>70</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>387</td>
<td>1,000</td>
<td>39</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>426</td>
<td>1,200</td>
<td>36</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>20.3</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

STAAR Score
Graduation Rate Score: N/A
Graduation Plan Score: N/A
Postsecondary Component Score: N/A

Distinction Designation

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

Campus Demographics

- Campus Type: Middle School
- Campus Size: 817 Students
- Grade Span: 05 - 06
- Percent Economically Disadvantaged: 94.4
- Percent English Language Learners: 37.5
- Mobility Rate: 21.4

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 9 out of 17 = 53%
- Participation Rates: 12 out of 12 = 100%
- Graduation Rates: N/A

Total: 21 out of 29 = 72%

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

**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 those indexes: Index 1 or Index 2 and Index 3 and Index 4.

---

**Performance Index Report**

![Graph showing Performance Index Report](image)

**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>2,020</td>
<td>3,160</td>
<td>64</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>450</td>
<td>1,200</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>648</td>
<td>2,000</td>
<td>32</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>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>39%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total** 60%

---

Distinction Designation

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

Campus Demographics

- Campus Type: Middle School
- Campus Size: 980 Students
- Grade Span: 07 - 08
- Percent Economically Disadvantaged: 90.1%
- Percent English Language Learners: 17.1%
- Mobility Rate: 17.8%

---

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

TEA Division of Performance Reporting  Page 1  September 2016
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- Student Progress

In 2016, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,916</td>
<td>2,605</td>
<td>74</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>159</td>
<td>1,000</td>
<td>16</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>466</td>
<td>1,200</td>
<td>39</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>34.7</td>
<td>N/A</td>
<td>35</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>12 out of 18 = 67%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>24 out of 30 = 80%</td>
<td></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rpts1.tea.texas.gov/perreport/account/2016/index.html

TEA Division of Performance Reporting

Page 1

September 2016
Accountability Rating

Improvement Required

Met Standards on
- Student Progress
- Postsecondary Readiness

Did Not Meet Standards on
- Student Achievement
- Closing Performance Gaps

In 2016, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,949</td>
<td>3,514</td>
<td>55</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>279</td>
<td>1,200</td>
<td>23</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>450</td>
<td>1,600</td>
<td>28</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>11.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>12.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>23.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>21.1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Campus Demographics

Campus Type: High School
Campus Size: 2,680 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 80.9
Percent English Language Learners: 15.6
Mobility Rate: 21.5

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>6 out of 26 = 23%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>6 out of 13 = 46%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Total: 12 out of 39 = 31%

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
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 Progress</td>
<td>- Student Achievement</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: 58
- Index 2: 36
- Index 3: 29
- Index 4: 13

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>273</td>
<td>467</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>287</td>
<td>800</td>
<td>36</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>232</td>
<td>800</td>
<td>29</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>12.7</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

State System Safeguards

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

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

TEA Division of Performance Reporting  Page 1  August 7, 2015
 Texs Education Agency
2015 Accountability Summary
Marcella Int (101902070) - Aldine ISD

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 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>750</td>
<td>1,134</td>
<td>66</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>254</td>
<td>800</td>
<td>32</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>267</td>
<td>800</td>
<td>33</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>18.7</td>
<td>N/A</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>19</td>
<td></td>
</tr>
</tbody>
</table>

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percent Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>8 out of 11</td>
<td>73%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>6 out of 6</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>14 out of 17</td>
<td>82%</td>
</tr>
</tbody>
</table>

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

Middle School
835 Students
05 - 06
93.1
37.7
23.2

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

TEA Division of Performance Reporting
August 7, 2015
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

In 2015, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

- Index 1: Student Achievement (Target Score = 65)
  - Points Earned: 65
- Index 2: Student Progress (Target Score = 37)
  - Points Earned: 37
- Index 3: Closing Performance Gaps (Target Score = 35)
  - Points Earned: 35
- Index 4: Postsecondary Readiness (Target Score = 15)
  - Points Earned: 15

Campus Demographics

- Campus Type: Middle School
- Campus Size: 962 Students
- Grade Span: 07 - 08
- Percent Economically Disadvantaged: 83.6
- Percent English Language Learners: 16.3
- Mobility Rate: 19.3

State System Safeguards

Number and Percent of Indicators Met

- Performance Rates: 9 out of 22 = 41%
- Participation Rates: 7 out of 7 = 100%
- Graduation Rates: N/A

Total: 16 out of 29 = 55%

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 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>1,819</td>
<td>2,484</td>
<td>73</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>153</td>
<td>800</td>
<td>19</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>460</td>
<td>1,200</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>32.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td></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>

Distinction Designation

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

Campus Demographics

- Campus Type: High School
- Campus Size: 896 Students
- Grade Span: 09 - 09
- Percent Economically Disadvantaged: 59.5
- Percent English Language Learners: 14.1
- Mobility Rate: 22.1

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>9 out of 15 = 60%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>11 out of 11 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>20 out of 26 = 77%</td>
</tr>
</tbody>
</table>

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

TEA Division of Performance Reporting
August 7, 2015
Accountability Rating

Improvement Required

Met Standards on
- Student Progress
- Postsecondary Readiness

Did Not Meet Standards on
- Student Achievement
- Closing Performance Gaps

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

![Bar graph showing performance index points]

<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>1,846</td>
<td>3,166</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>199</td>
<td>1,000</td>
<td>20</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>487</td>
<td>1,600</td>
<td>30</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>41.8</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Campus Demographics

Campus Type: High School
Campus Size: 2,542 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 76.2%
Percent English Language Learners: 14.2%
Mobility Rate: 24.8%

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percent Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>7 out of 25 = 28%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>7 out of 13 = 54%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>14 out of 38 = 37%</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

   **AND**

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

   **OR**

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

   - **Contiguous Census Tract #**: 48201550601
   - **Contiguous Tract Quartile**: 2nd

   - **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.**

   - **Public Transportation Route (1.5 mile)**
   - **Full Service Grocery Store (1 mile)**
   - **Licensed Center Serving Children (2 miles)**
   - **Health-related facility (3 miles)**
   - **University or Community College (5 miles)**
   - **Delivered Meals Service**
   - **Pharmacy (1 mile)**
   - **Community, Civic or Service Organization (1 mile)**

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

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

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

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

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

- No Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- No Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Yes Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- No Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- No Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

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

Application is seeking points for Underserved Area.

Total Points Claimed: 3

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

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

Application is seeking points for Proximity to the Urban Core.

Total Points Claimed: 0

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

Region: 6 Urban

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

  - A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
  - No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

OR
Development is in a Rural Area.

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

AND

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

AND, if applicable,

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

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

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

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

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

<table>
<thead>
<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
<th>Total Points Claimed:</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. §11.9(c)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(c)(3).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Declared Disaster Area.</td>
<td>Total Points Claimed:</td>
<td>10</td>
</tr>
<tr>
<td>6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Application meets all of the following requirements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year proceeding the Full Application Delivery Date.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Application includes evidence that the Applicant will close all financing on or before October 31, 2018.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Application includes evidence that appropriate zoning will be in place at award.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Readiness to Proceed.</td>
<td>Total Points Claimed:</td>
<td>6</td>
</tr>
</tbody>
</table>
Supporting Documentation for the Site Information Form Part II

Opportunity Index (Competitive HTC and Direct Loan Only)

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

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

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

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

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

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/op FacilitySearchDayCare.asp)

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)

Print-out from THECB website confirming accreditation of university or community college http://www.thecb高等教育data.org/Interactive/Institutions.cfm

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

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

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

n/a For Colonias:

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

n/a Letter from the appropriate local government official or other evidence that the colonias 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 Colonias 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 EDA; and

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

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.fhfa.state.tx.us/multifamily/apply-for-funds.htm

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

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

Map with all contiguous census tracts, if applicable

Proximity to Urban Core (Competitive HTC Only)

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

Urban:
- Copy of the plan, or link to electronic copy. Plan must document that 11.9(5)(7)(A)(i)(I-P) 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 officials providing documentation or 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:
- Evidence Development constructed 25 or more years prior to application (1992 or earlier).
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG.
- Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.
- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity index requirement for the amenity.

Declared Disaster Area:
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas (no further documentation is required).
  - The List of Declared Disaster Areas is posted on the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
- 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 511.9(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 agree as required the construction contract or before the last business day of October 2018. Examples of the kind of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the “Other” selections to describe the evidence presented.
  - Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, 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.
    - Community Bank of Texas signed commitment letter dated 2/23/18 & Hudson Equity commitment dated 2/28/18
    - Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider.
Community Bank of Texas signed Term Sheet dated 2/23 & confirmation of due diligence fee received 2/28

Documentation from lender of the lenders' critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.

Community Bank of Texas signed Term Sheet dated 2/23 & critical path schedule & loan closing Sep/Oct 2018

Evidence from lender that the lenders' third party reports have been ordered

Signed architect contract

BGO Architect contract fully signed and dated 2/22/18

Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record

Letter from BGO Architect dated 2/26/18 showing obtaining of construction permits on 9/28/18

Permit-ready architectural plans

Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority

Building Permit application dated 2/22/18 along with a receipt for submittal dated 2/22/18

Description from architect of record of current stage of architectural plans

Letter from BGO Architect dated 2/26/18 showing conceptual drawings 100% complete as of 2/9/18

Evidence that site development permit application has been submitted and received by the appropriate permitting authority

Building Permit application dated 4/22/18 along with a receipt for submittal dated 4/22/18

Description of timing for property acquisition

See Project Schedule - 9/28/18 Close date with extension options per the PSA in Tab 12

Description of timing for construction permits

See Project Schedule - Permits by 9/28/18 also per BGO Architect's letter

Evidence of selection of construction contractor

An executed construction contract with AMTEX Construction LLC dated 4/2/18 is attached.

Description of timing for execution of construction contracts

An executed construction contract with AMTEX Construction LLC dated 4/2/18 is attached.

For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200

For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200

Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.

See schedule as part of Construction Contract - Notice to Proceed 10/31/18 through a 6/10/20 100% lease up

Project execution plan

See Project Schedule - site acquisition (10/28/18)/construction through lease up (6/10/20).

Other (describe): Water/Wastewater/Stormwater Capacity Reservation submittal dated 2/21/18 with receipt from is City of Houston Public Works dated 2/21/18 demonstrating that capacity is confirmed.
Opportunity Index
Project Site CT# 482015505.00
Poverty Rate is less than 20% and equals 18.2% and is a Quartile 3

Contiguous CT# 482015506.01
To Qualify this Rule is a Quartile 2 with 9.1% Poverty Rate. Census Tract border runs along Tc Jester Blvd Gears Road, Houston with no physical barriers. Streets have the speed posted on Gears and Tc Jester Blvd is less the 50 mph as required and are both posted at 40 mph.

2018 HTC Site Demographic Characteristics Report (XLSX) as of November 9, 2017 Board Meeting (December 14)

Opportunity Index Data ($11.9(c)(4) of the 2018 Qualified Allocation Plan)
The median household income data is from table B19013 and the poverty data is from table S1701 of the 2011-2015 5 year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at $11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at http://www2.hud.gov/hudweb/mod/sr/multifamily/nolas-rules.htm. Please contact jason.burr@hhs.gov with any questions.
2018 TDHCA Application #18093
Green Oaks Apartments – Gears Road, Houston, TX
Project Site Score 1 pts for Opportunity Index and qualifies for amenities Menu 11.9 (c) (4) (A) (ii).
Site Amenities Menu List - Location would qualify for at least 6 points under §11.9( c) (4) (B):

1. Public Transportation to employment & basic services (within ½ mile):
   Bus Route 85 to Downtown at corner of Gears Rd & Trickey Rd.
   www.ridemetro.org

2. Grocery Store (within 1 mile):
   Food Town 2770 North Sam Houston Parkway W, Houston, TX 77038
   www.foodtownshopper.com

3. Pharmacy (within 1 mile):
   Clinical Care Pharmacy 2770 N. Sam Houston Pkwy W, Houston, TX 77038
   (Privately owned inside Food Town)

4. Community Organization (within 1 mile):
   St. Paul Services & Multi-Purpose Building 1554 Gears Rd., Houston, TX 77067
   www.stpaul-ame.com

5. Urgent Care (within 3 miles):
   Concentra Urgent Care 401 Greens Rd., Houston, TX 77060
   www.concentra.com

6. Child Care (within 2 miles):
   My Little World Academy 11920 Walters Rd., Houston, TX 77067
   www.worldacademies.net

7. College Campus (within 5 miles):
   Lone Star College – Greenspoint Center 250 N. San Houston Pkwy E, Houston, TX 77060
   www.lonestar.edu

8. Meals On Wheels (zip code 77067):
   Northwest Assistance Ministries 15555 Kuykendahl Road, Houston, TX 77090
   www.namonline.org/get-help/meals-on-wheels/
Bus Stops, Route 83 (within 1/2 mile)

Project Site
Gears Road, Houston

Pictured Above

Pictured Below
**Destinations / Destinos**
- Downtown Transit Center
- Greenspoint Mall
- Greenspoint Transit Center
- Hempstead Transit Center
- Houston Municipal Court
- Northwest Mall
- Northwest Transit Center
- Texas Department of Transportation
- West End Multi-Service Center

**Destination Signs / Letreros Direccionales**

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<td>85 Antoine / Washington</td>
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<tr>
<td>Hacia el norte</td>
<td>Greenspoint TC / S.H. 249</td>
<td>Downtown TC</td>
</tr>
</tbody>
</table>

**Frequent Connections / Conexiones Frecuentes**
- 26 Long Point / Cavalcade
- 27 Shepherd
- 33 Post Oak
- 36 Kempwood
- 45 Tidwell
- 54 Scott
- 56 Airline / Montrose
- 82 Wootohemor
- 84 Buffalo Speedway
- 86 FM 1960 / Imperial Valley
- 102 Bush IAH Express
- 137 Northshore Express
- METRORail Red Line
- METRORail Green Line
- METRORail Purple Line

**Peak / Off-Peak Frequency / Pico / Frecuencia Fuera de Pico**

**Peak**
- 10 min.
- 15 min.
- 20 min.
- 30 min.

**Off-Peak**
- 10 min.
- 15 min.
- 20 min.
- 30 min.

**Downtown TC ➔ SH 249**

**SH 249 ➔ Greenspoint TC**

**Peak**

- 6:01 a.m. – 9:00 a.m.; 3:01 p.m. – 6:00 p.m.
- Start of service – 6:00 a.m.; 9:01 a.m. – 3:00 p.m.;
- 6:01 p.m. – End of service

**Off-Peak**

- 6:01 a.m. – 9:00 a.m.; 3:01 p.m. – 6:00 p.m.
- Start of service – 6:00 a.m.; 9:01 a.m. – 3:00 p.m.; 6:01 p.m. – Final del servicio

**Weekend service runs at Off-Peak frequency.**

**Horarios pico**
- 6:01 a.m. – 9:00 a.m.; 3:01 p.m. – 6:00 p.m.

**Horas fuera de pico**
- Inicio de servicio – 6:00 a.m.;
- 9:01 a.m. – 3:00 p.m.; 6:01 p.m. – Final del servicio

**Servicio el fin de semana opera con frecuencia fuera de horas pico.**

Green Oaks Acts APP#18093
Gears Rd, Houston, TX
Public transportation stop with a route schedule that provides regular service to employment and basic services.
Get Your / Obtenga su METRO Q® Fare Card / METRO Day Pass

METRO Q® Fare Card and METRO Day Pass are available at the METRO RideStore and at numerous retailers across the region. Call 713-635-4000 or visit RideMETRO.org for the location nearest you.

METRO Q® Fare Card y el METRO Day Pass están disponibles en las tiendas RideStore de METRO y en diversas tiendas de la región. Llame al 713-635-4000 o visite RideMETRO.org para ubicar la tienda más cercana.

Don’t Throw It – Reload It / No la tire – Recárguela

Add money to your reloadable METRO Q® Fare Card or METRO Day Pass at the METRO RideStore, retailers, TVMs, CVMS, on board local buses and through our website, RideMETRO.org. Always register your card to protect your balance from loss or theft.

Agregue dinero a su METRO Q® Fare Card y a su METRO Day Pass, ya que ambos son recargables en las tiendas RideStore de METRO, en tiendas, en máquinas expendedoras de boletos, máquinas expendedoras de crédito, a bordo de autobuses locales y a través de nuestro sitio web, RideMETRO.org. Siempre registre su tarjeta para proteger su saldo del robo o pérdida.

Customer Information
Información para el Cliente

Route, Schedule, METRO Q® Fare Card and METRO Day Pass
Información de Rutas, Horarios, METRO Q® Fare Card y METRO Day Pass

Information/Información ............ 713-635-4000

Public Comments/
Comentarios Públicos .................. 713-658-0180

Lost and Found/Objetos Perdidos .......... 713-658-0854

Telecommunication Device for the Deaf (TDD)
Dispositivo de Telecomunicación
para Sordo (TDD) .................... 713-635-6093

METRO Police/Policía .................. 713-224-COPS (2677)

METRO RideStore
1900 Main: Mon.-Fri./Lun-Vie ........ 8 a.m.-5 p.m.
1001 Travis: Mon.-Fri./Lun-Vie ....... 8 a.m.-5 p.m.

METRO Lost and Found/METRO Objetos Perdidos
1900 Main: Mon.-Fri./Lun-Vie ........ 8 a.m.-5 p.m.

For METRO information in additional languages, please call 713-635-4000.

Para información de METRO en lenguas adicionales, por favor llame al 713-635-4000.

*Get your METRO Q® Fare Card and METRO Day Pass and start saving today!*

The Fare/Pasaje / Local

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<th>Fare Type</th>
<th>Full Fare*</th>
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*Full fare, one-way. *Pasaje completo, sólo de ida. Children ages five and under ride free. Los niños menores de cinco años viajan gratis.

**Seniors, disabled persons, Medicare cardholders, as well as college and university students require a discounted METRO Q® Fare Card or METRO Day Pass to receive the reduced fare. Middle and high school students may pay the discounted fare in cash (bus only) by showing their current student ID card.

Personas Mayores, personas con discapacidad, los titulares de tarjetas de Medicare, así como estudiantes de colegios y universidades requieren una tarjeta de tarifa METRO Q® Fare Card o METRO Day Pass para recibir la tarifa reducida. Los estudiantes de secundaria y preparatoria pueden pagar la tarifa con descuento en efectivo (sólo bus) al mostrar su tarjeta de identificación de estudiante actual.

***Transfers are free and automatic for three hours with the METRO Q® Fare Card or METRO Day Pass. Transfers are automatically added to the card with the first tap. When transferring to a service of greater cost, the difference will be deducted from the card aboard the next bus. Park and Ride paid fares do not count toward the METRO Day Pass benefit.

Transferencias son gratuitas y válidas por tres horas con las tarjetas METRO Q® Fare Card o METRO Day Pass. Las transferencias se agregan automáticamente a la tarjeta con la primera pasada. Cuando realice una combinación a un servicio de mayor costo, la diferencia será debidita de la tarjeta a bordo del siguiente autobús. Las tarifas pagadas de Park and Ride no se acumulan al beneficio del METRO Day Pass.

****METRO Q® Fare Card – Best value for riders using local bus, rail or commuter service just once or twice daily. Cardholders earn 5 FREE rides for every 50 paid rides.

METRO Q® Fare Card – ofrece la opción más económica para los pasajeros que usan el autobús local, el tranvía o el servicio de viajes sólo una o dos veces por día. Los titulares de la tarjeta obtienen 5 viajes GRATIS por cada 50 viajes pagos.
Reading a Bus Schedule

1. On the top of each timetable, look for names like "Weekday Inbound" or "Saturday Westbound" to determine which timetable to use.
2. Then look at the numbered dots, called time points, with names of places where buses stop. The listing does not include all bus stops, but buses will stop at all stops along your route.
3. Find the time points closest to where you are and where you want to go.
4. Check the column of times under your destination to find the time you want to arrive.
5. Find the time point nearest the place you want to board the bus. There will be a stop along the route within two blocks of that location — just look for your route number on the bus stop signs at each corner.
6. Then move your finger left along that line to your origin to determine your departure time. If you’re not catching the bus at the time point listed, refer to the time point before your stop.

Cómo leer el horario

1. En la parte superior de cada horario, busque los nombres tales como "Llegadas los días de la semana" o "Salida hacia el oeste los sábados" para determinar cuál horario usar.
2. Después busque los puntos numerados, con los nombres de los lugares donde paran los autobuses. La lista no incluye todas las paradas de los autobuses, pero los autobuses pararán en todas las paradas a lo largo de la ruta.
3. Encuentre el punto más cercano a donde usted está y a donde quiere ir.
4. Revise la columna de las horas según su destino para encontrar la hora a la que desea llegar.
5. Encuentre el punto numerado más cercano al lugar donde desea abordar el autobús. Habrá una parada a lo largo de la ruta dentro de dos cuadras de esa ubicación — simplemente busque el número de su ruta y los letreros de parada del autobús en cada esquina.
6. Después siga la línea hacia la izquierda de su origen para determinar su hora de salida. Si no puede tomar el autobús desde el punto numerado, refiérase al punto numerado antes de su parada.
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**Scheduled Service beyond 8 a.m. to 5 p.m.**
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**FOOD TOWN**

**Kountry Boys**
- Hickory Smoked Sliced Bacon: $2.77/12 oz.
- Market Wrapped Breaded Chicken Nuggets or Patties: $2.49/lb.
- Market Wrapped Hot & Spicy Chicken Wings: $3.99/lb.

**Market Wrapped • Jumbo Packs**
- Boneless Chicken Breasts: $1.77/lb.
- Boneless Chicken Thigh Meat: $1.77/lb.
- Chicken Drumsticks: $0.77/lb.

**Mama Julia Queso Fresco**
- Kilo: $6.99
- Kobe 80% Lean Ground Beef: $2.99/lb.

**Land O'Frost**
- Doli Shaved Ham or Turkey (All Varieties): $1.49/9 oz.

**Lean Pork Spareribs** • $1.99/lb.

**Sweet Strawberries** • $1.29/1 lb. Pkg.

**Mild Yellow Onions** • $0.39/lb.

**Crisp (Gala Wrapped) Iceberg Lettuce** • $0.99/EA.
**Sweet Cantaloupe** • $1.39/EA.

**Fresh Cucumbers** • 3/$1.00/EA.
**Red Roma Tomatoes** • 89¢/Lb.

**Ensure Fruits Chocolate** • 8 oz. • $3.96 EA.

**Nursery**

---

Prices Good: Wednesday, February 7 Through Tuesday, February 13, 2018
Open 7 Days A Week 6am - 11pm
Quantity Rights Reserved

[http://www.foodtownshopper.com/weekly-ad.html](http://www.foodtownshopper.com/weekly-ad.html)
Classic or Wavy Potato Chips (P.P. $4.29)
$2.33
9.5-10.25 oz.

Fluoride or Non-Fluoride Water
77¢
Gallon

Imperial Sugar
Pure Cane Sugar
$1.88
4 Lb.

Minute Maid
Premium or 100% Orange Juice
$2.66
59 oz. Carton or Plastic Btl.

Wichbone Italian or Ranch Dressing
$1.55
10 oz.

H.0 Fruit Drinks
$1.44
10 oz.

Goya Coconut Water - 17.5 oz. - 99c Ea.

DOWNLOAD THE WEEKLY AD
(img/ads/download/weeklyad.pdf?31312)

Hours of Operation:
Monday - Sunday: 6:00am - 11:00pm
Maps and directions (locations.html)
Call us at: (contact-us.html)
713-910-6767 (contact-us.html)

Quick Links

Home (index.html)
Weekly AD (weekly-ad.html)
Instore AD (instore-ad.html)
Recipes (recipes.html)

Customer Service

http://www.foodtownshopper.com/weekly-ad.html
Welcome to World Academies!

Welcome!

At our centers we are committed to providing the best quality of child-care services possible.

"It takes a community to raise a child." We believe that this is true due to the tremendous influences a child's surrounding has on their growing up and development of attitudes and behaviors. We believe that we play a very important role in your child's growth, and development and we want to do the best job possible in bringing them up. We will do everything in our hands to make sure we are positive models for your children in all situations.

At our centers we are committed to providing the best quality of child-care services possible. Our staff is trained and qualified to work within your child's comfort zone to ensure optimal social, emotional, and educational results.

My Little World Academy
11930 Walters Rd.
Houston, TX 77067
(713) 366-9899

© 2015 Happy World Academy, LLC
OUR LOCATIONS / HOURS OF OPERATION

All of our academies operate **Monday thru Friday** from 6:00am to 6:30pm.

The academies are **closed** on the following holidays:

- New Year’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & Day after Thanksgiving
- Christmas Eve
- Christmas Day

*Holidays falling on a Saturday will be observed the Friday before the holiday.
*Holidays falling on a Sunday will be observed the Monday after the holiday.

**My Little World Academy, LLC**

My Little World Academy, LLC
11920 Walters Rd.
Houston, TX 77067
CONTACT (713) 366-9899

My Little World Academy
11920 Walters Rd.
Houston, TX 77067
(713) 366-9899

© 2015 Happy World Academy, LLC
Child Care Search Result Details

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

Operation Number: 1591516
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: My Little World Academy, LLC
Location Address: 11920 WALTERS RD
                   HOUSTON, TX 77067
Mailing Address: 11920 WALTERS RD
                HOUSTON, TX 77067
Phone Number: 281-444-5437
County: HARRIS
Website Address:
Email Address:
Administrator/Director Name: Joanna Sanchez
Type of Issuance: Full Permit
Issuance Date: 5/13/2016
Conditions on Permit: Yes
Accepts Child-Care Subsidies: Yes
Hours of Operation: 05:30 AM-07:00 PM
Days of Operation: Monday - Friday
Total Capacity: 200
I Licensed To Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 200
Number Of Admin Penalties: 1
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityDetails.asp?ptype=DC&fid=1206818
receive a report that the home is caring for too many children.

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

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

  - Inspections
  - Assessments
  - Self Reported Incidents
  - Reports

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

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

**Two Year Compliance Summary**
- During the last two years, 1849 standards were evaluated for compliance at this operation.
- Of the standards evaluated, 25 deficiencies were cited.

  Click on the number of deficiencies to see additional details.

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

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

  7 were weighted as High
  8 were weighted as Medium - High
  5 were weighted as Medium
  1 was weighted as Medium - Low
  3 were weighted as Low

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

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

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

2770 N Sam Houston Pkwy W, Houston, TX 77038
(281) 272-8700

OPEN NOW
Today: 10:00 am - 7:00 pm

15 YEARS IN BUSINESS

Is this your business? Customize this page. Claim this business

BUSINESS DETAILS  GALLERY (1)  REVIEWS (1)

Hours
- Regular Hours
  - Mon - Fri: 10:00 am - 7:00 pm
  - Sat: 10:00 am - 4:00 pm

Extra Phones
- Emergency Phone: (832) 755-9134
- Fax: (281) 272-8708

Payment method
- Master Card, Visa

Other Link
- http://www.manta.com/c/mmnmi2m/clinical-care-pharmacy

Category
- Pharmacies

Other information
- Parking: Self, On Site, Free, Private
- Wheelchair Accessible: Yes

COUPONS & DEALS
No coupons available

GALLERY
View all (1)

MULTI-PURPOSE BUILDING

Home / Multi-Purpose Building

St. Paul Remembrance

St. Paul A.M.E. Church and Steward Steve Jones pay homage to Brother Dwight Jones. Mr. Dwight Jones is a Houston Native. A graduate of Wheatley High School, Dwight went on to play basketball at the University of Houston as well. The Atlanta Hawks drafted Jones 9th overall in the 1973 NBA Draft. During his career Dwight played forward/center for the Atlanta Hawks, Houston Rockets, Chicago Bulls, and Los Angeles Lakers. He was also a member of the U.S. Olympic team. Dwight passed away at the age of 64 on July 25, 2016. His brother, Steve Jones, is a former Harlem Globetrotter. Steve, now a Steward at St. Paul A.M.E., is running youth basketball camps and programs at St. Paul’s multi-purpose building. The camps encourages kids to work hard to attain their life goals. Steward Steve Jones also runs an open gym every Wednesday at 6:00pm.

Fresh Start Revival

http://stpaul-ame.com/multi-purpose-building/
Multi-Purpose Building

Under Pastor Roderick Dawson’s leadership St. Paul A.M.E. has developed into a pillar in the Greenspoint community. The church goal is to eradicate social injustice and rebuild broken lives by actively encouraging involvement. St. Paul also strives to develop projects that meet the needs of the community. The completion of the 30,000 square foot Multi-Purpose Building concluded in 2012. The expansion includes a daycare, gymnasium, classrooms and commercial kitchen. The building has and will continue to host church functions as well as community activities.
Late Start Classes

Ask The President [http://www.LoneStar.com//nharris-president.html]
Campus Maps (http://www.lonestar.com/maps-nharri.htm)

Campus News

Lone Star College-North Harris celebrates Black History Month

Read More »

Award-winning play "Hand to God" to return for limited engagement Feb. 15-17

Read More »
LSC-North Harris Speech Debate Team is searching for new members for the spring season.

Lone Star College-North Harris inducts 73 students into honor society.

LSC-North Harris Rec Sports announces Spring 2018 schedule.
LSC-North Harris Late Start classes begin as early as Jan. 29

Read More »

Student Resources

- Assessment Center
- Campus Carry
- Campus Hours
- Campus Police
- CHI LSC-North Harris School of Cosmetology
- Counseling Services
- Disability Services
- ESOL
- Final Exam Schedule
- Fine Arts Calendar
- Health Professions Building
- The Honors College
- Learning Center
- LSC-North Harris Graduation
- Nursing
- Pharmacy Technology
- Recreational Sports
- Student Outreach and Recruitment
- STEM Resources
- Student Resource Guide
- Transfer Center
- Tutoring
- Veterans Affairs
Enjoy a unique curriculum which allows students to transfer to a university as a junior level music student. This special Field of Study is the correct pathway to achieve an Associate of Arts degree.

Read More » (http://www.LoneStar.com//nharris-music-department.htm)
LSC-North Harris Machining Technology programs are designed to prepare graduates for careers in the manufacturing industries.

LSC-North Harris Events

Feb 07  SGA Meeting
Feb 07  Basics of Decision Making
Feb 07  Career Connections Fair
Feb 08  AfroBeatz Dance Class
Feb 08  Must-Have Apps for College Success

Read More » [http://www.LoneStar.edu/machining-technology/courses.html](http://www.LoneStar.edu/machining-technology/courses.html)

http://www.Lonestar.edu/northharris
LSC-North Harris Locations

LSC-North Harris Campus (http://www.LoneStar.com//northharris.htm)
2700 W.W. Thorne Drive
Houston, TX 77073-3499
281.618.5400

Campus Maps (http://www.lonestar.edu/maps-nharris.htm)

LSC-Greenspoint Center (http://www.LoneStar.com//greenspoint-center.htm)
250 N Sam Houston Pkwy E.
Houston, Texas 77060-2309
281.260.3500

LSC-Victory Center (http://www.LoneStar.com//victory-center.htm)
4141 Victory Drive
Houston, Texas 77088
281.810.5602

LSC-East Aldine Center (http://www.LoneStar.com//east-aldine-center.htm)
2430 Aldine Mail Route Rd.
Houston, TX 77039
281.260.3122

View LSC Locations in a larger map
Lone Star College-Greenspoint Center is a state-of-the-art, full-service satellite center of Lone Star College-North Harris designed to serve the greater Greenspoint area. It is located on a convenient Metro route 86 near I-45, south of the Beltway on the feeder, just east of Greenspoint Drive. The facility is a three-story building with a two-story annex that offers a variety of educational services to the community.

Mission Statement

Our mission at Lone Star College-Greenspoint Center is to serve the needs of a diverse community by offering expanding opportunities for educational growth, career and workforce development and life-long learning.

Campus Events

Feb
15
Lucky Bamboo Station - Greenspoint Center
Feb
26
Greenspoint Go Texan Party
Mar
06
Beach, Please! @ Greenspoint- Personalized Flip Flops
Mar
21
Spring Cookout @ Greenspoint
Apr
05
CajunFest @ Greenspoint

LSC Academic Calendar

Mar
05
Registration Begins Summer 2018
Mar
12
Spring Break (Offices Closed)
Mar
30
Spring Holiday (Offices Closed)
May
04
Payment Due (May Mini)
May
07
Final Exams

Offerings at LSC-Greenspoint Center

We offer a selection of day, evening, and weekend credit courses in 28 fields, including university-transfer courses, certificates, computer/office skills, and developmental studies.

Services include college admissions, college placement testing, free tutoring, academic and career advising, financial aid assistance, an extended learning center, library services, full service bookstore, café, and adult basic education and literacy courses.

Getting Started

Explore the programs & degrees (http://www.LoneStar.com//21319.htm) we offer at LSC-Greenspoint Center and search for classes here (http://www.LoneStar.com//class-search.htm). Then apply through the Lone Star College Online Application (http://www.LoneStar.com//admissions-application.htm). If you need to contact any one of our helpful faculty & staff members you can find their information here (http://www.LoneStar.com//17565.htm).

Join the LSC-Greenspoint Center Text Message List

(https://www.LoneStar.com/#)

Featured Program

Construction Trades
LSC-Greenspoint Center offers two certificates and an AAS degree in Construction Supervision. These courses are ideal for craftsmen working to advance into a superintendent or supervisor position in a large construction firm or subcontractor.

Contacts & Services

Main Phone: 281.260.3501

250 North Sam Houston Pkwy East
Houston, TX 77060-2009

Dean

LSC-Greenspoint Center
Dr. Valschka L. Dabney
281.260.3163

Dean of Instruction

LSC-East Aldine, LSC-Greenspoint and
LSC-Victory Centers
Kelly Jacobs
281.260.3114

Director
GED/ESL
(Adult Education)

Corey Register
281.260.3570

Law Enforcement Academy

281.260.3110

Bookstore Manager

Malena Buistrago
281.260.3153

Help Desk (OTS)

832.813.6600

Police Dispatch
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<th>Institution Name</th>
<th>Synonym Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Administration Officer Name</th>
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Meals on Wheels

Intake line:
(281) 885-4622

Meals on Wheels delivers hot, well-balanced meals to the doors of seniors and other neighbors who are homebound because of disability or illness.

By supporting their nutritional needs, this program helps participants maintain or improve their health, remain independent, and stay in their homes for as long as possible.

More than 500 volunteer drivers collaborate to deliver thousands of hot, nutritious meals six days per week. Qualifying individuals receive meals each weekday, and Saturday meals are provided to some clients. Drivers also deliver groceries once a month to low-income seniors through NAM’s Senior Food program.

With each delivery, volunteers provide a few moments of conversation, a check on their clients’ well-being, and something for seniors to look forward to each day.

2016 Expansion into Bear Creek Area

In February, 2016, NAM announced a new partner and satellite location for Meals on Wheels: Lifepath Church. The new site comes as NAM was awarded a contract from the Health and Human Services Commission (Area Agency on Aging) to serve four additional

To Volunteer, please call
Courtney Frost-Tadlock,
NAM’s Community Relations Coordinator
at (281) 885-4604 or
volunteer@namonline.org

The Meals on Wheels America logo and “Together, We Can Deliver!” are trademarks of Meals on Wheels America and are used under license.

Meals on Wheels in Texas

Learn more

Bill’s Story

“Over the past year, this program has been of tremendous benefit to me. I cannot truly express the positive changes it has made in my life.

“I am a terrible cook. If it were not for this program, I would have to depend upon TV dinners for almost my entire diet. The Meals on Wheels program provides me with a far greater variety of excellent quality
zip codes in the Bear Creek area, where Meals on Wheels was not available.

Services began in April, 2016, and the expansion is expected to take place over a two-year period. In addition to serving 150 new clients in the Bear Creek area, the contract will allow NAM to expand Meals on Wheels in its current service area to help eliminate a waiting list. To apply for the program, please call (281) 885-4622.

**Areas we cover**

NAM’s Meals on Wheels service are limited by contractual agreement with other social services agencies. Elderly, homebound or disabled individuals who live in the following ZIP Codes may qualify for NAM’s Meals on Wheels Program: 77014, 77038, 77041 (Jersey Village Area), 77064, 77066, 77067, 77068, 77069, 77070, 77084, 77086, 77377, 77090, 77095, 77375, 77429, 77379, 77388, 77389, 77040, 77056, 77447 (Harris County portion Near Hockley), 77404 and 77433 (only Harris County side).

NAM staff members will refer those individuals residing outside the NAM service area to the agency that serves the area where those individuals reside. MOW also delivers groceries once a month to qualifying seniors through NAM’s Food for Seniors Project. These seniors can cook for themselves but do not have the funds to pay their monthly food bills.

Many Meals on Wheels clients have needs other than food, and case managers help refer them to appropriate sources to meet those needs.

Sometimes, seniors find themselves parenting their grandchildren, and these youngsters are eligible for basic school supplies through NAM’s Back-to-School Project as well as new toys or gifts through the Holiday Project.

Meals on Wheels is funded by the Health and Human Services Commission through the Harris County Area Agency on Aging and partially by the Harris County Community Services Department.

“I also greatly welcome the always smiling faces of the people who show up to my door to deliver these meals. But I also know they are only the tip of the iceberg. Please express my deeply felt sincere thanks to everyone involved.”
WHO WE ARE

A national health care company with a patient-centered focus

About Concentra

Concentra, a division of Select Medical, is a national health care company focused on improving the health of America’s workforce, one patient at a time. Through its affiliated clinicians, the company provides occupational medicine, urgent care, physical therapy, and wellness services from more than 530 medical centers in 44 states. In addition to these medical center locations, Concentra serves employers by providing a broad range of health services and operating more than 140 onsite medical facilities. To learn more about our legal policies, view our legal statement.
OCCUPATIONAL HEALTH

With more than 30 years of experience and nationally recognized clinicians in occupational medicine, Concentra is focused on keeping your workforce healthy and productive. From drug screenings to wellness programs, Concentra offers a range of occupational health services to help employers maintain a healthy, safe workforce, while reducing the overall cost of health care for your company and your employees. Learn more about our occupational health services.

Learn More
PHYSICAL THERAPY

Concentra offers specialized therapy treatment and an early intervention approach that focuses on returning employees to life, work, and normal functioning more quickly. In fact, Concentra patients typically require fewer therapy sessions and are able to return from injury faster than if they received therapy elsewhere. Learn more about our Physical Therapy services.

Learn More
HEALTH AND WELLNESS

Our comprehensive health and wellness programs are focused on preventing illness and injury, which can be far more effective in generating employer savings than reducing employee health care coverage. Our health and wellness services combine primary, preventive, occupational, and environmental health services with a focus on improving employee wellness and reducing employer spending. Learn more about our health and wellness services.

Learn More
URGENT CARE

For a wide range of non-life threatening conditions, Concentra’s urgent care clinics offer experienced clinicians who are dedicated to treating patients with skill and respect. Plus, you don’t need an appointment for your visit, and we offer affordable pricing, convenient locations, and extended hours at many centers. Learn more about our urgent care services.

Learn More
located near local businesses, and conveniently close to major roadways.

Services Provided

We specialize in occupational medicine and urgent care, as well as physical therapy and wellness services. Our experienced clinicians treat a wide range of injuries and illnesses, including sprains and broken bones to coughs, colds, and flu. Concentra clinicians include board-certified physicians, physical therapists, nurse practitioners, medical assistants, physician assistants, and other medical professionals.

- Worker's Comp Injury Treatment
- Injury Treatment
- Physical Therapy
- Occupational Therapy
- Occupational Health Services
- Drug Screening
- Physicals
- Urgent Care
- Biometric Testing
- Travel Health

Monday - Friday
8:00 am - 5:00 pm

CONTACT

Center Phone
281.873.0111

Send a Fax
281.873.0630

Center Operations Director
Deanna Flahart
THE 1455 GEARS RD NEIGHBORHOOD REAL ESTATE

MEDIAN HOME VALUE: $178,064

MEDIAN REAL ESTATE TAXES: $4,078 (7.9% effective rate)

NEIGHBORHOOD HOME PRICES

$0 - $124,999 0%
$125,000 - $249,999 0%
$250,000 - $349,999 0%
$350,000 - $449,999 0%
$450,000 - $549,999 0%
$550,000 - $649,999 22.6%
$650,000 - $749,999 39.5%
$750,000 - $899,999 4.9%
$900,000 - $1,049,999 0%
$1,050,000 - $1,599,999 0%

% of Homes

YEARS OF AVERAGE RENT NEEDED TO BUY AVERAGE HOME IN THIS NEIGHBORHOOD
7 YEARS AND 8 MONTHS

AVERAGE MARKET RENT:
$1,072 per month

MEDIAN MONTHLY RENT BY NUMBER OF BEDROOMS

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THE 1455 GEARS RD NEIGHBORHOOD DEMOGRAPHICS

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Time Homeowners</td>
<td>Fair</td>
</tr>
<tr>
<td>College Student Friendly</td>
<td>Poor</td>
</tr>
<tr>
<td>Young Single Professionals</td>
<td>Poor</td>
</tr>
<tr>
<td>Family Friendly</td>
<td>Poor</td>
</tr>
<tr>
<td>Luxur Communities</td>
<td>Poor</td>
</tr>
<tr>
<td>Retirement Dream Areas</td>
<td>Poor</td>
</tr>
<tr>
<td>Unmarried Females</td>
<td>Poor</td>
</tr>
<tr>
<td>Valuable</td>
<td>Poor</td>
</tr>
<tr>
<td>Quiet</td>
<td>Poor</td>
</tr>
<tr>
<td>Hip trendy</td>
<td>Poor</td>
</tr>
<tr>
<td>Urban Sophisticates</td>
<td>Poor</td>
</tr>
<tr>
<td>Nautical</td>
<td>Poor</td>
</tr>
</tbody>
</table>
### Average One-Way Commute Time

<table>
<thead>
<tr>
<th>Commute Time</th>
<th>% of Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 15 min</td>
<td>9.1%</td>
</tr>
<tr>
<td>15-30 minutes</td>
<td>42.1%</td>
</tr>
<tr>
<td>30-45 minutes</td>
<td>27.1%</td>
</tr>
<tr>
<td>45-60 minutes</td>
<td>20.5%</td>
</tr>
<tr>
<td>Over 60 minutes</td>
<td>1.1%</td>
</tr>
</tbody>
</table>
MEANS OF TRANSPORT

VEHICLES PER HOUSEHOLD

DIVERSITY INDEX

86
(100 is the most diverse)

More diverse than 86% of U.S. neighborhoods.

Executives, managers, & professionals 20.8%
Sellers and service workers 27.8%
Office support workers 16.6%
Factory workers & laborers 32.7%
Farmers, foresters, & fishers 0.0%
MEDIAN HOUSEHOLD INCOME

This Neighborhood: $39,295
Nation: $53,657

EDUCATION

PERCENT WITH COLLEGE DEGREE

This Neighborhood: 9.8%
Nation: 93.1%

PERCENT WITH ADVANCE DEGREE

This Neighborhood: 1.7%
Nation: 11.4%

INCOME & EDUCATION

[Graph showing relationship between income and education level]
THE 1455 GEARS RD NEIGHBORHOOD CRIME

TOTAL CRIME INDEX

28
(100 is safest)
Safer than 28% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>44</td>
<td>154</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>8.81</td>
<td>30.84</td>
</tr>
</tbody>
</table>

VIOLENT CRIME INDEX

13
(100 is safest)
Safer than 13% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>51</td>
<td>7</td>
<td>21</td>
</tr>
</tbody>
</table>

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 113
in this Neighborhood

1 IN 103
in Houston

1 IN 243
in Texas
HOUSTON VIOLENT CRIMES
POPULATION: 2,290,530

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>305</td>
<td>999</td>
<td>10,324</td>
<td>10,566</td>
</tr>
<tr>
<td>Rate per 1000</td>
<td>0.13</td>
<td>0.44</td>
<td>4.51</td>
<td>4.61</td>
</tr>
</tbody>
</table>

UNITED STATES VIOLENT CRIMES
POPULATION: 321,418,820

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>15,656</td>
<td>124,47</td>
<td>327,374</td>
<td>764,149</td>
</tr>
<tr>
<td>Rate per 1000</td>
<td>0.06</td>
<td>0.39</td>
<td>102</td>
<td>2.38</td>
</tr>
</tbody>
</table>

PROPERTY CRIME INDEX
32
(100 is safest)
Safer than 32% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>INDEX</th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDEX</td>
<td>43</td>
<td>38</td>
<td>33</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 32
in this Neighborhood

1 IN 22
in Houston

1 IN 35
in Texas
HOUSTON PROPERTY CRIMES

POPULATION: 2,290,530

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>20,028</td>
<td>63,224</td>
<td>13,627</td>
</tr>
<tr>
<td>Rate per 1000</td>
<td>8.74</td>
<td>29.79</td>
<td>5.9%</td>
</tr>
</tbody>
</table>

UNITED STATES PROPERTY CRIMES

POPULATION: 321,418,820

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>1,579,527</td>
<td>5,766,346</td>
<td>707,758</td>
</tr>
<tr>
<td>Rate per 1000</td>
<td>4.91</td>
<td>17.75</td>
<td>220</td>
</tr>
</tbody>
</table>
THE 1455 GEARS RD NEIGHBORHOOD SCHOOLS

SCHOOL QUALITY

27
(100 is best)
Better than 27% of U.S. schools.

ADDRESS SCHOOL QUALITY RATING

Address-Specific School Quality Rating. Rates the quality of the K-12 public schools that serve this address.

<table>
<thead>
<tr>
<th>SCHOOL DETAILS</th>
<th>GRADES</th>
<th>QUALITY RATING COMPared TO TX</th>
<th>QUALITY RATING COMPared TO NATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis H. S. Addie School</td>
<td>09-12</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>12525 Ella Blvd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77067</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Davis Ninth Grade School</td>
<td>09-09</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>12211 Ella Blvd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77067</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marcella Int School</td>
<td>05-06</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>16250 Cutline Dr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77090</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nimitz High School</td>
<td>09-12</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2005 W W Thorne Dr</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77073</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hamaker Middle School</td>
<td>08-08</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>91429 Spears Gears Rd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77067</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spencer Elementary School</td>
<td>KG-04</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1300 Gears Rd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77067</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Victory Early College H S School</td>
<td>09-12</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>23305 Victory St</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX, 77088</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Depending on where you live in this neighborhood, your children may attend these schools or other schools outside the neighborhood. Always check with your local school department to determine which schools your children may attend based on your specific address and your child's grade-level.

Adults In Neighborhood With College Degree Or Higher: 8.8%
Children In The Neighborhood Living In Poverty: 26.9%

THIS NEIGHBORHOOD IS SERVED BY 1 DISTRICT:
69,716
Students Enrolled in This District
82
Schools in District
16
Students Per Classroom

DISTRICT QUALITY COMPARED TO TEXAS
2
(2 out of 10 best)
Better than 19.0% of TX school districts.

DISTRICT QUALITY COMPARED TO U.S.
2
(2 out of 10 best)
Better than 17.0% of US school districts.

Public School Test Scores (No Child Left Behind)

School District Enrollment By Group

<table>
<thead>
<tr>
<th>ETHNIC/RACIAL GROUPS</th>
<th>THIS DISTRICT</th>
<th>THIS STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>White (non-hispanic)</td>
<td>1.9%</td>
<td>29.7%</td>
</tr>
<tr>
<td>Black</td>
<td>24.7%</td>
<td>12.9%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>71.9%</td>
<td>52.1%</td>
</tr>
<tr>
<td>Asian Or Pacific Islander</td>
<td>1.3%</td>
<td>4.0%</td>
</tr>
<tr>
<td>American Indian/Or Native Of Alaska</td>
<td>0.2%</td>
<td>0.4%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ECONOMIC GROUPS</th>
<th>THIS DISTRICT</th>
<th>THIS STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECONOMICALLY DISADVANTAGED</td>
<td>82.4%</td>
<td>58.2%</td>
</tr>
<tr>
<td>FREE LUNCH ELIGIBLE</td>
<td>82.4%</td>
<td>51.8%</td>
</tr>
<tr>
<td>REDUCED LUNCH ELIGIBLE</td>
<td>0.0%</td>
<td>6.4%</td>
</tr>
</tbody>
</table>

Educational Expenditures

<table>
<thead>
<tr>
<th>FOR THIS DISTRICT</th>
<th>PER STUDENT</th>
<th>TOTAL</th>
<th>% OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Expenditure</td>
<td>$5,044</td>
<td>$339,369,764</td>
<td>54.2%</td>
</tr>
<tr>
<td>Support Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student</td>
<td>$439</td>
<td>$29,380,259</td>
<td>4.7%</td>
</tr>
<tr>
<td>Staff</td>
<td>$260</td>
<td>$17,119,060</td>
<td>2.8%</td>
</tr>
<tr>
<td>General Administration</td>
<td>$33</td>
<td>$3,371,119</td>
<td>0.6%</td>
</tr>
<tr>
<td>School Administration</td>
<td>$491</td>
<td>$33,084,071</td>
<td>3.3%</td>
</tr>
<tr>
<td>Operation</td>
<td>$751</td>
<td>$50,103,131</td>
<td>7.1%</td>
</tr>
<tr>
<td>Transportation</td>
<td>$431</td>
<td>$29,941,211</td>
<td>4.6%</td>
</tr>
<tr>
<td>FOR THIS DISTRICT</td>
<td>PER STUDENT</td>
<td>TOTAL</td>
<td>% OF TOTAL</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>Other</td>
<td>$779</td>
<td>$18,790,990</td>
<td>5.0%</td>
</tr>
<tr>
<td>Total Support</td>
<td>$2,702</td>
<td>$82,063,462</td>
<td>29.0%</td>
</tr>
<tr>
<td>Non-Instructional Expenditures</td>
<td>$1,565</td>
<td>$105,451,265</td>
<td>39.8%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$9,211</td>
<td>$273,604,491</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
THE 1455 GEARS RD TRENDS AND FORECAST

OPPORTUNITY

Appreciation Potential [3 years]
RATINGS: 1=Very Low 2=Low 3=Moderate 4=High 5=Rising Star

INVESTMENT SECURITY

Past Appreciation and existing fundamentals
RATINGS: 1=Very Low 2=Low 3=Moderate 4=High 5=Blue Chip

SCOUT VISION Neighborhood Home Value Trend and Forecast

<table>
<thead>
<tr>
<th>TIME PERIOD</th>
<th>TOTAL APPRECIATION</th>
<th>AVG. ANNUAL RATE</th>
<th>COMPARED TO METRO*</th>
<th>COMPARED TO AMERICA*</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Year Forecast:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Q1-2020 Q3</td>
<td>12.9%↑</td>
<td>4.15%↑</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Latest Quarter:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Q1-2018 Q2</td>
<td>5.37%↑</td>
<td>11.52%↑</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Last 12 Months:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Q1-2018 Q1</td>
<td>8.82%↑</td>
<td>4.32%↑</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>1st 5 Years:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013 Q1-2017 Q2</td>
<td>27.01%↑</td>
<td>6.50%↑</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Last 5 Years:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012 Q1-2017 Q2</td>
<td>41.19%↑</td>
<td>3.51%↑</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Last 10 Years:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007 Q1-2017 Q2</td>
<td>134.04%↑</td>
<td>4.65%↑</td>
<td>9</td>
<td>9</td>
</tr>
</tbody>
</table>

* 10 is highest

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**Pros**
Factors likely to drive home values upward over the next few years or indicators of upward trends already underway.
- Access to High Paying Jobs

**Cons**
Impediments to home value appreciation over the next few years or indicators of negative trends already underway.
- Crime
- Income Trend
- School Performance
- Educated Population Trend
- Real Estate Values Nearby

**PRICE ADVANTAGE OVER SURROUNDING NEIGHBORHOODS**

<table>
<thead>
<tr>
<th>Disadvantage</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
</table>

Price advantage score
RATINGS: 1=Strong Disadvantage 2=Disadvantage 3=Similar Price 4=Advantage 5=Strong Advantage

**ACCESS TO HIGH PAYING JOBS**

<table>
<thead>
<tr>
<th>Excellent</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
</table>

Jobs score
RATINGS: 1=Limited 2=Below Average 3=Average 4=Very Good 5=Excellent

**JOBS WITHIN AN HOUR**

<table>
<thead>
<tr>
<th>Time</th>
<th>Number of Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 minutes</td>
<td>12036</td>
</tr>
<tr>
<td>10 minutes</td>
<td>4318</td>
</tr>
<tr>
<td>15 minutes</td>
<td>225690</td>
</tr>
<tr>
<td>20 minutes</td>
<td>194436</td>
</tr>
<tr>
<td>30 minutes</td>
<td>643748</td>
</tr>
<tr>
<td>45 minutes</td>
<td>1211064</td>
</tr>
<tr>
<td>60 minutes</td>
<td>1358574</td>
</tr>
</tbody>
</table>

*Annual salary of $75,000 or more

**AVG. ANNUAL HOMEOWNERSHIP TRENDS** Over last 5 years

<table>
<thead>
<tr>
<th>This Neighborhood</th>
<th>The Nation</th>
</tr>
</thead>
<tbody>
<tr>
<td>-3.3%</td>
<td>0.6%</td>
</tr>
</tbody>
</table>

**AVG. ANNUAL RENT PRICE TRENDS** Over last 5 years

<table>
<thead>
<tr>
<th>This Neighborhood</th>
<th>The Nation</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.3%</td>
<td>3.6%</td>
</tr>
</tbody>
</table>
AVG. ANNUAL VACANCY TRENDS Over last 5 years

AVG. ANNUAL CHANGE IN COLLEGE GRADUATES Over last 5 years

AVG. ANNUAL CHANGE IN K-12 SCHOOL PERFORMANCE Over last 5 years

AVG. ANNUAL CHANGE IN PER CAPITA INCOME Over last 5 years

AVG. ANNUAL CHANGE IN HOUSEHOLD INCOME Over last 5 years
AVG ANNUAL CHANGE IN UNEMPLOYMENT RATE Over last 5 years

<table>
<thead>
<tr>
<th>Distance from Location</th>
<th>Population 5 Years Ago</th>
<th>Current Population</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Half Mile</td>
<td>2,174</td>
<td>2,734</td>
<td>25.77%</td>
</tr>
<tr>
<td>1 Mile</td>
<td>12,253</td>
<td>13,039</td>
<td>6.41%</td>
</tr>
<tr>
<td>3 Miles</td>
<td>102,165</td>
<td>113,544</td>
<td>10.27%</td>
</tr>
<tr>
<td>5 Miles</td>
<td>276,181</td>
<td>309,934</td>
<td>12.22%</td>
</tr>
<tr>
<td>10 Miles</td>
<td>520,792</td>
<td>1,003,904</td>
<td>9.03%</td>
</tr>
<tr>
<td>15 Miles</td>
<td>1,811,825</td>
<td>1,995,345</td>
<td>10.11%</td>
</tr>
<tr>
<td>25 Miles</td>
<td>4,052,799</td>
<td>4,471,327</td>
<td>10.33%</td>
</tr>
<tr>
<td>50 Miles</td>
<td>5,613,691</td>
<td>6,519,391</td>
<td>12.14%</td>
</tr>
</tbody>
</table>

HOUSTON-THE WOODLANDS-SUGAR LAND, TX METRO AREA REGIONAL INVESTMENT POTENTIAL

REGIONAL APPRECIATION POTENTIAL (3yr)
RATINGS: 1=Very Low 2=Low 3=Moderate 4=High 5=Very High

HOUSING AFFORDABILITY TRENDS: HOUSTON-THE WOODLANDS-SUGAR LAND, TX METRO AREA
Years of average household income needed to buy average home
REGIONAL 1 AND 2 YEAR GROWTH TRENDS

<table>
<thead>
<tr>
<th>REGIONAL TREND</th>
<th>LAST 2 YEARS</th>
<th>COMPARED TO NATION*</th>
<th>LAST 1 YEAR</th>
<th>COMPARED TO NATION*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population Growth</td>
<td>4.38% ↑</td>
<td>4</td>
<td>1.98% ↑</td>
<td>4</td>
</tr>
<tr>
<td>Job Growth</td>
<td>1.63% ↑</td>
<td>4</td>
<td>1.24% ↑</td>
<td>4</td>
</tr>
<tr>
<td>Income Trend (Wages)</td>
<td>0.89% ↑</td>
<td>1</td>
<td>-2.22% ↓</td>
<td>4</td>
</tr>
<tr>
<td>Unemployment Trend</td>
<td>0.36% ↓</td>
<td>1</td>
<td>-0.95% ↓</td>
<td>2</td>
</tr>
<tr>
<td>Stock Performance of Region's Industries</td>
<td>19.61% ↑</td>
<td>3</td>
<td>9.14% ↑</td>
<td>4</td>
</tr>
<tr>
<td>Housing Added</td>
<td>4.71% ↑</td>
<td>2</td>
<td>3.16% ↑</td>
<td>4</td>
</tr>
<tr>
<td>Vacancy Trend</td>
<td>0.30% ↓</td>
<td>5</td>
<td>1.22% ↓</td>
<td>3</td>
</tr>
</tbody>
</table>

Disclaimer
Forecasts of potential occurrences or non-occurrences of future conditions and events are inherently uncertain. Actual results may differ materially from what is predicted in any information provided by location inc. Nothing contained in or generated by a Location Inc. Product or services is, or should be relied upon as, a promise or representation as to the future performance or prediction of real estate values. No representation is made as to the accuracy of any forecast, estimate, or projection. Location Inc. Makes no express or implied warranty and all information and content is provided “As is” without any warranties of any kind. Location inc. Expressly disclaims any warranty of accuracy or predictability, and any warranty of merchantability and fitness for a particular purpose. Location Inc. Further disclaims any liability for damages, loss, or injury arising out of the use this site and the data. All risks associated with using the site and the data are borne by the user at user’s sole cost and expense. By using the site you agree to our Terms of Use.
ABOUT THE 1455 GEARS RD NEIGHBORHOOD

Real Estate Prices and Overview

This neighborhood’s median real estate price is $128,066, which is more expensive than 45.4% of the neighborhoods in Texas and 29.6% of the neighborhoods in the U.S.

The average rental price in this neighborhood is currently $1,072, based on NeighborhoodScout's exclusive analysis. Rents here are currently lower in price than 56.0% of Texas neighborhoods.

This is a suburban neighborhood (based on population density) located in Houston, Texas.

This neighborhood’s real estate is primarily made up of medium sized (three or four bedroom) to small (studio to two bedroom) single-family homes and apartment complexes/high-rise apartments. Most of the residential real estate is owner occupied. Many of the residences in this neighborhood are established but not old, having been built between 1970 and 1999. A number of residences were also built between 2000 and the present.

Real estate vacancies in this neighborhood are 4.6%, which is lower than one will find in 78.4% of American neighborhoods. Demand for real estate in this neighborhood is above average for the U.S., and may signal some demand for either price increases or new construction of residential product for this neighborhood.

Notable & Unique Neighborhood Characteristics

The way a neighborhood looks and feels when you walk or drive around it, from its setting, its buildings, and its flavor, can make all the difference. This neighborhood has some really cool things about the way it looks and feels as revealed by NeighborhoodScout’s exclusive research. This might include anything from the housing stock to the types of households living here to how people get around.

Notable & Unique: Diversity

Significantly, 1.7% of its residents five years old and above primarily speak Mon-Khmer, which is the dominant language of Cambodia, at home. While this may seem like a small percentage, it is higher than 99.0% of the neighborhoods in America.

The Neighbors

The Neighbors: Income

How wealthy a neighborhood is, from very wealthy, to middle income, to low income is very formative with regard to the personality and character of a neighborhood. Equally important is the rate of people, particularly children, who live below the federal poverty line. In some wealthy gated communities, the areas immediately surrounding can have high rates of childhood poverty, which indicates other social issues. NeighborhoodScout's analysis reveals both aspects of income and poverty for this neighborhood.

The neighbors in this neighborhood in Houston are lower-middle income, making it a below average income neighborhood. NeighborhoodScout's research shows that this neighborhood has an income lower than 73.1% of U.S. neighborhoods. With 26.9% of the children here below the federal poverty line, this neighborhood has a higher rate of childhood poverty than 68.1% of U.S. neighborhoods.

The Neighbors: Occupations

What we choose to do for a living reflects who we are. Each neighborhood has a different mix of occupations represented, and together these tell you about the neighborhood and help you understand if this neighborhood may fit your lifestyle.
In this neighborhood, 32.7% of the working population is employed in manufacturing and laborer occupations. The second most important occupational group in this neighborhood is sales and service jobs, from major sales accounts, to working in fast food restaurants, with 29.8% of the residents employed. Other residents here are employed in executive, management, and professional occupations (20.8%), and 16.6% in clerical, assistant, and tech support occupations.

**The Neighbors: Ethnicity / Ancestry**

Culture is shared learned behavior. We learn it from our parents, their parents, our houses of worship, and much of our culture – our learned behavior – comes from our ancestors. That is why ancestry and ethnicity can be so interesting and important to understand: places with concentrations of people of one or more ancestries often express those shared learned behaviors and this gives each neighborhood its own culture. Even different neighborhoods in the same city can have drastically different cultures.

In this neighborhood in Houston, TX, residents most commonly identify their ethnicity or ancestry as Mexican (28.7%). There are also a number of people of Sub-Saharan African ancestry (8.8%), and residents who report Asian roots (7.1%), and some of the residents are also of African ancestry (4.2%), along with some Irish ancestry residents (1.7%), among others. In addition, 28.2% of the residents of this neighborhood were born in another country.

**The Neighbors: Languages**

The languages spoken by people in this neighborhood are diverse. These are tabulated as the languages people preferentially speak when they are at home with their families. The most common language spoken in this neighborhood is English, spoken by 47.9% of households. Other important languages spoken here include Spanish, South Asian languages and French.

**Getting to Work**

How you get to work – car, bus, train or other means – and how much of your day it takes to do so is a large quality of life and financial issue. Especially with gasoline prices rising and expected to continue doing so, the length and means of one’s commute can be a financial burden. Some neighborhoods are physically located so that many residents have to drive in their own car, others are set up so many walk to work, or can take a train, bus, or bike. The greatest number of commuters in this neighborhood spend between 15 and 30 minutes commuting one-way to work (42.1% of working residents), which is shorter than the time spent commuting to work for most Americans.

Here most residents (85.1%) drive alone in a private automobile to get to work. In addition, quite a number also carpool with coworkers, friends, or neighbors to get to work (13.2%). In a neighborhood like this, as in most of the nation, many residents find owning a car useful for getting to work.
2018 TDHCA 9% Application #18093
Green Oaks Apartments
Gears Road, Houston, TX 77067
Underserved Area CT# 48201550500

(C) The Development Site is located entirely within a census tract that does not have a Development that was created less than 36 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report; (5 points);

General Information for Multifamily Developers

Property Inventory Nov10_2011

AMTEX Development LLC
Corporate Office
30141 Agoura Road, Suite 100, Agoura Hills, CA 91301
Map with Development Site boundaries indicated
Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
Underserved - Map with all contiguous census tracts
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

**SDDA designation for split ZCTAs is not shown on map. Please refer to the Metro SDDA designation list to determine designation status (DDA2018M.pdf).**

Surrounding CT#
- 5502.00 - No LIHTC Inv
- 5504.02 - Yes LIHTC Inv awarded 2017
- 5506.01 - No LIHTC Inv
- 5506.02 - No LIHTC Inv
- 5501.00 - Yes (Two) LIHTC Inv

Built in 2004 & 1999
- 5537.01 - No LIHTC Inv
- 5537.02 - No LIHTC Inv
Declared Disaster Area
2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

El Paso
Era
Falls
Galveston
Goliad
Gonzales
Hidalgo
Hill
Hidalgo
Jones
Lamar
Larimer
Lauderhill
Laredo
Lee
Liscomb
Llano
Livingston
Lubbock
Luna
McAllen
McCombs
McCook
McHenry
Mckinney
Madison
Marion
Marion
Martha
Martin
Massanita
Matador
McAllen
Melissa
Mesquite
Midland
McPherson
Montague
Monroe
Morgan
Montgomery
Navasota
Natchez
New Braunfels
New Iberia
New Haven
New Orleans
New Mexico
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Readiness to Proceed
GREEN OAKS APARTMENTS – TDHCA# 18093
READINESS TO PROCEED

NARRATIVE OF EVIDENCE OF READINESS

In demonstration of the ability to close all financing and execute a construction contract on or before October 31, 2018 we have included the following documentation as evidence that we are able to meet these milestones:

- Zoning letter from the City of Houston showing that the appropriate zoning is in place at the time of application.

- Community Bank of Texas executed term sheet for the construction loan and permanent financing dated 2/23/18 with a confirmation of the due diligence fee being received and to be applied towards the third party reports. A copy of the check is attached.

- Community Bank of Texas executed term sheet for the construction loan and permanent financing dated 2/23/18 with a critical path schedule showing February actions completed through a September/October loan closing.


- Selection of General Contractor and the executed General Construction Contract is attached.

- Letter from BGO Architects showing the current stage of the plans (Conceptual 100% complete as of 2/9/18) with construction drawings being completed in May of 2018.

- Building Permit application with receipt from the City of Houston dated 2/22/18.

- Water/Stormwater Capacity application with receipt from City of Houston Public Works dated 2/21/18 confirming capacity.

- Project Schedule detailing the following actions:
  - Land Acquisition per PSA – 9/28/18
  - Construction loan and equity closing – 10/30/18
  - Building Permit Application – 2/22/18
  - Construction Drawings approved – 5/4/2018
  - Final Plat Recordation – 8/27/18
  - Building Permits Received – 9/28/18
  - Construction Notice to Proceed – 10/31/18
INFORMATION APPLICABLE TO PROCLAMATIONS
TO BE USED IN SCORING DISASTER POINTS

LIMITATIONS ON THE TYPE OF DISASTER DECLARATION
Tex. Gov't Code §2306.6710(b)(1)(H) requires that the area be declared a disaster by the Governor under Tex. Gov't Code §418.014 related to Declaration of State of Disaster in order for the Application to receive points. Any other declarations, including presidential and FEMA declarations for areas that don’t meet this requirement will not qualify for points under this scoring item.

Tex. Gov't Code §2306.6710(b)(1)(H):

(b) If an application satisfies the threshold criteria, the department shall score and rank the application using a point system that:
(1) prioritizes in descending order criteria regarding:
(H) whether, at the time the complete application is submitted or at any time within the two-year period preceding the date of submission, the proposed development site is located in an area declared to be a disaster under Section 418.014;

APPLICABLE TIME LIMITS
Based on the revisions made to the QAP by the Governor's office, certain counties that were not previously identified will be eligible for scoring purposes, although with a different time-frame. Pursuant to the revised 10 TAC §11.9(d)(3) of the 2018 QAP, an Application may receive ten (10) points if at the time of Application submission or at any time within the two-year period preceding the date of submission, the Development Site is located in an area declared to be a disaster area under the Tex Gov't Code, §418.014. Page two of this document includes a list of counties for whom eligibility will expire on January 26, 2018. For Applicants wishing to score points under 10 TAC §11.9(d)(3) of the 2018 QAP for a Development to be located in one of these counties, a complete Application must be received prior to January 26, 2018 at 5:00 p.m., Austin local time.

Page three of this document includes a list of counties for whom eligibility will expire after the March 1, 2018 Full Application Delivery Date. For Applicants wishing to score points under 10 TAC §11.9(d)(3) of the 2018 QAP for a Development to be located in one of these counties, a complete Application for a Development to be located in one of these counties must be received prior to March 1, 2018 at 5:00 p.m., Austin local time.

Page four of this document includes the counties that are eligible for five points under 10 TAC §11.9(c)(8) related to readiness to proceed in disaster impacted counties.

If additional counties are declared prior to March 1, 2018, the list will be updated.

WEB ADDRESSES FOR RESEARCHING DISASTER PROCLAMATIONS MADE BY THE TEXAS GOVERNOR

The most recent proclamations are best obtained at the following web address:
http://gov.texas.gov/news/proclamation

Older proclamations are best obtained at the following web address:
http://www.lrl.state.tx.us/legalLeaders/governors/searchDisaster.cfm

If you believe a county has been omitted from the list, please submit evidence to Sharon Gamble, Competitive Housing Tax Credit Administrator, at:
sharon.gamble@tdhca.state.tx.us
2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP
2018 Declared Disaster Areas
Counts Eligible under
§11.9(d)(8) of the 2018 QAP
Readiness to Proceed in Disaster Impacted Counties

Arkansas  Colorado  Delaware  Hawaii  Idaho  Illinois  Indiana  Iowa  Kansas  Kentucky  Louisiana  Maine  Maryland  Massachusetts  Michigan  Minnesota  Missouri  Montana  Nebraska  Nevada  New Hampshire  New Jersey  New Mexico  New York
North Carolina  North Dakota  Ohio  Oklahoma  Oregon  Pennsylvania  Rhode Island  South Carolina  South Dakota  Tennessee  Texas  Utah  Vermont  Virginia  Washington  West Virginia  Wisconsin  Wyoming
Designated Areas: Disaster 4332

**Individual Assistance**
(assistance to individuals and households)


**Public Assistance**
(assistance to State, Local, Tribal and Territorial governments and certain private-non-profit organizations for emergency work and the repair or replacement of disaster-damaged facilities)

**PA**

**PA-A**
Aransas, Austin, Bastrop, Bee, Brazoria, Burleson, Caldwell, Calhoun, Chambers, Colorado, Comal, DeWitt, Fayette, Fort Bend, Galveston, Goliad, Gonzales, Grimes, Guadalupe, Hardin, Harris, Jackson, Jasper, Jefferson, Jim Wells, Karnes,

**PA-B**

**PA-C**

**PA-D**
PA-E

PA-F

PA-G

Hazard Mitigation Grant Program
(Assistance to State and local governments and certain private nonprofit organizations for actions taken to prevent or reduce long term risk to life and property from natural hazards)

All areas within the State of Texas are eligible for assistance under the Hazard Mitigation Grant Program.
Disaster Federal Register Notices: Disaster 4332

Initial Notice (/disaster/notices/initial-notice-7)
Friday, August 25, 2017

Amendment No. 1 (/disaster/notices/amendment-no-1-4)
Sunday, August 27, 2017

Amendment No. 2 (/disaster/notices/amendment-no-2-2)
Wednesday, August 30, 2017

Amendment No. 3 (/disaster/notices/amendment-no-3)
Friday, September 1, 2017

Amendment No. 4 (/disaster/notices/amendment-no-4)
Saturday, September 2, 2017

Amendment No. 5 (/disaster/notices/amendment-no-5)
Monday, September 4, 2017

Amendment No. 6 (/disaster/notices/amendment-no-6-0)
Tuesday, September 12, 2017

Amendment No. 8 (/disaster/notices/amendment-no-8-0)
Friday, September 15, 2017

Amendment No. 7 (/disaster/notices/amendment-no-7)
Friday, September 15, 2017

Amendment No. 9 (/disaster/notices/amendment-no-9)
Tuesday, September 19, 2017
Initial Public Notice for DR-4332-TX

Date of Notice:
Wednesday, September 27, 2017

The Federal Emergency Management Agency (FEMA) hereby gives notice to the public of its intent to reimburse eligible applicants for eligible costs to repair and/or replace facilities damaged by Hurricane Harvey beginning August 23, 2017, and ending September 15, 2017. This notice applies to the Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Grant (HMGP) programs implemented under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207.

Bend, Galveston, Goliad, Gonzales, Hardin, Harris, Jackson, Jasper, Jefferson, Karnes, Kleberg, Lavaca, Lee, Liberty, Matagorda, Montgomery, Newton, Nueces, Orange, Polk, Refugio, Sabine, San Jacinto, San Patricio, Tyler, Victoria, Walker, Waller, and Wharton. Additional counties may be designated at a later date. All counties in the State of Texas are eligible for HMGP.

This notice concerns activities that may affect historic properties, activities that are located in or affect wetland areas or the 100-year floodplain, and critical actions within the 500-year floodplain. Such activities may adversely affect the historic property, floodplain or wetland, or may result in continuing vulnerability to flood damage.

Presidential Executive Orders 11988 and 11990 require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and evaluated for social, economic, historical, environmental, legal and safety considerations. Where there is no opportunity to relocate, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages. The public is invited to participate in the process of identifying alternatives and analyzing their impacts through this notification.

FEMA has determined that for certain types of facilities there are normally no alternatives to restoration in the floodplain/wetland. These are facilities that meet all of the following criteria: 1) FEMA's estimate of the cost of repairs is less than 50 percent of the cost to replace the entire facility, and is less than $100,000; 2) the facility is not located in a floodway; 3) the facility has not sustained major structural damage in a previous
presidentially declared flooding disaster or emergency; and 4) the facility is not critical (e.g., the facility is not a hospital, generating plant, emergency operations center, or a facility that contains dangerous materials). FEMA intends to provide assistance for the restoration of these facilities to their pre-disaster condition, except that certain measures to mitigate the effects of future flooding or other hazards may be included in the work. For example, a bridge or culvert restoration may include a larger waterway opening to decrease the risk of future washouts.

For routine activities, this will be the only notice provided. Other activities and those involving facilities that do not meet the four criteria are required to undergo a more detailed review, including the study of alternate locations. Subsequent public notices regarding such projects will be published if necessary, as more specific information becomes available.

In many cases, an applicant may have started facility restoration before federal involvement. Even if the facility must undergo detailed review and analysis of alternate locations, FEMA will fund eligible restoration at the original location if the facility is functionally dependent on its floodplain location (e.g., bridges and piers), or the project facilitates an open-space use, or the facility is an integral part of a larger network that is impractical or uneconomical to relocate, such as a road. In such cases, FEMA must also examine the possible effects of not restoring the facility, minimize floodplain/wetland impacts, and determine both that an overriding public need for the facility clearly outweighs the Executive Order requirements to avoid the floodplain/wetland, and that the site is the only practicable alternative. The State of Texas and local officials will confirm to FEMA that proposed actions comply with all applicable state and local floodplain management and wetland protection requirements.
FEMA intends to provide IA program funding for disaster-related emergency housing. These actions may adversely affect a floodplain or wetland, or may result in continuing vulnerability to floods. These actions may include repair, restoration, or construction of housing or private bridges, purchase and placement of travel trailers or manufactured housing units, or repair of structures as minimum protective measures. This will be the only public notice concerning these actions.

FEMA also intends to provide HMGP funding to the State of Texas to mitigate future disaster damages. These projects may include construction of new facilities, modification of existing, undamaged facilities, relocation of facilities out of floodplains, demolition of structures, or other types of projects to mitigate future disaster damages. In the course of developing project proposals, subsequent public notices will be published if necessary, as more specific information becomes available.

The National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic properties. Those actions or activities affecting buildings, structures, districts or objects 50 years or older or that affect archeological sites or undisturbed ground will require further review to determine if the property is eligible for listing in the National Register of Historic Places (Register).

If the property is determined to be eligible for the Register, and FEMA's undertaking will adversely affect it, FEMA will provide additional notices. For historic properties not adversely affected by FEMA's undertaking, this will be the only notice.

As noted, this may be the only notice regarding the above-described actions under the PA, IA, and HMGP programs. Interested persons may obtain information about these actions or a specific project by writing to Kevin Jaynes, Regional Environmental Officer, Federal Emergency Management Agency, Region 6, 800 North Loop 288, Denton, TX 76209 or by emailing
Comments should be sent in writing within 15 days of the date of this notice.

Last Updated: 09/26/2017 - 19:06
Texas Hurricane Harvey (DR-4332)

Incident Period: August 23, 2017 - September 15, 2017
Major Disaster Declaration declared on August 25, 2017

Designated Counties (Individual Assistance):


Subscribe to our email list (https://public.govdelivery.com/accounts/USDHSFEMA/subscriber/new?category_id=USDHSFEMA_C83) to receive timely Texas Hurricane Harvey recovery updates,
Returning home after a flood can be the most trying time. There is a lot to be aware of when getting back into your home, to ensure you are mitigating all potential issues. You can use the resources on this page to help you get back to normal.

**Contact your insurance agent to file a claim.** Your insurance agent can walk you through your options. Make sure to photograph the flood damage for documentation purposes.

**What’s the quickest way to apply for federal assistance?** Online at [DisasterAssistance.gov](https://www.disasterassistance.gov). Survivors may also apply by phone at 800-621-3362 (voice, 711 or VRS) or 800-462-7585 (TTY). Due to high demand, lines may be busy. Please be patient, and try calling in the morning or evening when call volume may be lower. To get help in person, find a Disaster Recovery Center near you with the DRC locator.

**If asked, please complete and submit your SBA loan application.** SBA offers low-interest, long-term disaster loans to businesses of all sizes (including landlords), private non-profits (such as churches and charities), homeowners, and renters.

**If declined,** applicants may be referred back to FEMA, possibly for Other Needs Assistance (ONA), which includes personal property, vehicle repair or replacement, and moving and storage expenses.

**If you cannot return to your damaged home due to long-standing floodwaters,** you may be eligible for one month of expedited rental assistance from FEMA. You may also qualify for Critical Needs Assistance, a one-time payment to a displaced household to cover urgent disaster-related needs—such as food, prescriptions, infant formula, diapers, gas for transportation and medical supplies.

**Quick Links**


- **Visit our Hurricane Harvey Facebook Page** [https://www.facebook.com/FEMAHarvey](https://www.facebook.com/FEMAHarvey) for recovery related information and updates.

- **To locate a hotel** that participates in FEMA’s Transitional Sheltering Assistance (TSA) program, visit our [interactive map](http://fema.maps.arcgis.com/apps/webappviewer/index.html?id=d9604d50c7e140e2a659a91dd9e307) to find one near you.

- **Visit our Rumor Control** [https://www.fema.gov/disaster/4332/updates/rumor-control](https://www.fema.gov/disaster/4332/updates/rumor-control) page for a list of identified rumors and help us combat misinformation.

- **Fill out a Survivor's Checklist** [https://www.fema.gov/media-library-data/1505143234654-0094f4d1a798c1d5175d7e11a114e77adisaster-survivors-checklist.pdf](https://www.fema.gov/media-library-data/1505143234654-0094f4d1a798c1d5175d7e11a114e77adisaster-survivors-checklist.pdf) of 9 steps to take you and your family down the road to recovery.
If your home or business was damaged or destroyed by flood, you face major decisions about your property. Visit our Mitigation page (https://www.fema.gov/Texas-disaster-mitigation) for information and resources for residents and communities in Texas.

Visit our rebuilding resources page (https://www.fema.gov/media-library/assets/documents/138233) for a list of materials and information to support Hurricane Harvey rebuilding efforts.

Browse through our library of disaster recovery video resources (https://www.fema.gov/resources-people-disabilities-access-functional-needs) for people with disabilities, access & functional needs.

For language specific recovery information, visit one of our disaster pages below:

- Expand All Sections
- Apply For Assistance
- After You Apply For Assistance
- Disaster Recovery Centers (DRCs)
- Resources To Help You Recover
- Tips For Cleaning Up
- Beware Of Fraud & Price Gouging
- National Flood Insurance Program (NFIP)
- Hazard Mitigation
- Resources
- How To Help
- News Releases, Fact Sheets, Multimedia, Rumor Control, FAQs
- FEMA Harvey Info In Other Languages
- Financial Assistance
- Preliminary Damage Assessment Report
- Related Links
Readiness to Proceed

Evidence that appropriate zoning will be in place at award
To: Whom It May Concern

From: Patrick Walsh, P.E., Director
Planning and Development Department

Effective Date: January 2, 2022

The City of Houston does not have a zoning ordinance. This is the City of Houston’s no zoning letter applicable to any property inside the city of Houston. This does not address any separately filed restrictions that may be applicable to the property. You may use this letter to present to your lender. This letter will be updated on January 2, 2022.

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
Readiness to Proceed –

Loan or Equity Commitments with evidence of completed due diligence
February 23, 2018

AMTEX Green Oaks Fund, LP
Attn: David Yarden
AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

Re: Green Oaks Apartments

Dear David,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing for AMTEX Green Oaks Fund, LP (“Borrower”) for the development of Green Oaks Apartments, a 126-unit LIHTC family development to be built in Houston, Texas. The proposed terms and conditions are as follows:

Summary of Terms

Borrower: AMTEX Green Oaks Fund, LP

Guaranty: Construction loan will be guaranteed by AMCAL Enterprises. The General Contractor will provide a completion guarantee and bond major subcontractors. Permanent loan will be non-recourse except as to normal “bad boy” carve outs.

Project: Green Oaks Apartments

Credit Facilities: A) Construction loan of approximately $16,347,363

- Priced at a variable rate of Prime – 0.25%, floating subject to a minimum all-in rate of 4.25% (floor of 4.25%)
- 36-month construction loan term
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- Total construction loan period including extension is 42-months

1
B) Permanent loan of up to approximately $6,902,864 (amount also subject to investor approval) at an assumed underwriting rate of interest of 5.85%:

- Subject to final approval, the permanent loan rate will be locked at 5.85% fixed assuming a 35-year amortization.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- No pre-payment penalty—You may pay off the loan at anytime without penalty.
- Principal and interest due monthly during permanent period based on a 35-year amortization; balloon payment due at maturity
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. It is expected that these reserve requirements will mirror the equity term sheet, but that all reserves noted above will be held at Community Bank of Texas. It is expected that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Loan-to-value:
1) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal's identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. Appraisal report will be in form and substance acceptable to the Bank.

Collateral:
- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

Fees:
An origination fee of 0.50% for the construction loan and 0.50% for the permanent loan will both be payable at construction loan closing. An extension fee of 0.25% (of the outstanding loan balance) will be charged upon exercise of the 6-month construction loan extension.

Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether or not the facilities contemplated herein are funded. This obligation will survive whether or not the loans are approved.
Reporting Requirements: Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit complianc
e
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period

Summary of Conditions

This proposal is subject to all of the following conditions being met prior to construction closing:

Tax Credit Allocation: Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,500,000.

Other Funds: The Bank acknowledges amounts and terms of other anticipated sources of project financing are to include the following estimated amounts.

- Tax Credit Equity Proceeds - $13,950,000
- City of Houston Grant - $500
- Deferred Developer Fee - $757,581

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval.

Developer Fee: Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity LOI.

Project Budget: The Bank's current understanding of the project budget is based on information provided by Borrower via email on 2/22/2018. The Bank acknowledges that this project budget is subject to change. However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

Other Conditions: Receipt and approval of those items listed in the Due Diligence Checklist.

Bank Deposit: To move forward on the terms and structure outlined above, the Borrower shall return a Borrower executed version of this term sheet along with a $15,000 deposit to Community Bank of Texas. This proposal deposit will be applied towards the payment of Bank expenses, including the engagement of 3rd party reports (appraisal, plan and cost review, insurance review, etc.). The deposit is non-refundable, except in the event that the transaction is not approved by Bank. In such case, the deposit shall be returned promptly, less any Bank expenses already incurred.
Please note that in providing this proposal for submission to TDHCA as part of the applications process to get an award of 9% Housing Tax Credits, the Bank acknowledges the following:

- Bank has reviewed the sponsor's application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma prepared by the sponsor that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years. The proforma 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 this letter.

- Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

- Bank has reviewed in substance, the creditworthiness and quality of the financial strength by the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

- Sponsor will be providing tenant services to residents and has budgeted $4,500 per year for such expenses. This amount is included in the DSC ratio calculation on the 15-year proforma reviewed by the Bank and included in the application.

In summary, the Bank’s assessment find both the Development and Principals are acceptable.

This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank’s internal approval process, which includes, but is not limited to, a review of the Borrower’s then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. David, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: [Signature]
   Stephen W. Rose
   Executive Vice President

Agreed to:

By: [Signature]
   David Yarden
Readiness to Proceed

Confirmation from lender that non-refundable application fee has been paid
Check: 002178  2/27/2018  C018  COMMUNITY BANK OF TEXAS  Check Total: 15,000.00

AMTEX DEVELOPMENT, LLC
30141 AGOURA ROAD SUITE 100
AGOURA HILLS, CA 91301
(818) 706-0694

PACIFIC WESTERN BANK
21600 Oxnard St., Ste 100
Woodland Hills CA 91367
90-3020-1222

*FIFTEEN THOUSAND AND XX / 100

PAY TO THE
ORDER OF:  COMMUNITY BANK OF TEXAS

DATE
2/27/2018

AMOUNT
**********15,000.00*

C018

002178

COMMUNITY BANK OF TEXAS

TRANSACTION RECEIPT
MEMBER FDIC

THE DEPOSIT FOR WHICH THIS RECEIPT IS ISSUED IS SUBJECT TO VERIFICATION COLLECTION AND CONDITIONS NOTED ON SIGNATURE CARDS. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

DOCUMENT  Drawer: 63023  3/01/18
Trans#:  14  11:09:52
123456789
GL Account  15000.00

CHECKING
SAVINGS
OTHER

communitybankoftx.com | NMLS 417377
Readiness to Proceed

Documentation from lender of the lender’s critical path schedule
February 2018  
Receipt/Acceptance of Borrower’s project model (budget, flow of funds, proforma, etc.) - COMPLETE 
Receipt of fully executed Equity Letter of Intent - COMPLETE 
Receipt of fully executed Bank term sheet - COMPLETE 
Receipt of Borrower’s project deposit to cover projects 3rd party reports/due diligence. - COMPLETE 
Equity to order 3rd party market study - COMPLETE

April 2018  
Bank to order 3rd party project appraisal 
Bank to order 3rd party project Plan and Cost Review

May 2018  
Receipt and review of Bank ordered 3rd party appraisal 
Receipt and review of 3rd party market study 
Receipt and review of construction drawings

June 2018  
Bank to engage 3rd party Insurance Consultant to coordinate Bank required insurance policies. 
Update underwriting with 3rd party report information and present for loan committee

July 2018  
Bank to issue final debt loan commitment (pending tax credit award)

July 26, 2018  
Announcement of 2018 tax credit awards

August 2018  
Receipt and review of Bank ordered 3rd party Plan and Cost Review

September 2018  
Open project bank accounts (operating account for construction draws, and equity account for flow of equity/subordinate debt installments/proceeds)

September/October 2018  
Finalize Bank Project Insurance 
Close the transaction
Readiness to Proceed

Documentation from lender of third party reports being ordered

See highlighted portion of CBOT commitment letter, above, and check receipt
Readiness to Proceed

Signed Architect Contract
AGREEMENT made as of the Twenty-second day of February in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

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

AMCAL Multi-Housing Inc.
30141 Agoura Road Suite 100 Agoura Hills, CA 91301

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

BGO Architects
4202 Beltway Dr. Addison, Texas 75001

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

Gears Road Apartments 18114
Hoasten, Texas

The above-mentioned project will consist of 126 for rent dwelling units including a maximum of 6 different unit types and 2 different building types. The building will be 3 story wood-framed. A Club lease building consisting of 1,000 plus or minus square feet as required by owner are included in the fee. The project is to be known as Gears Road Apartments, and will be located in Houston, Texas.

The Owner and Architect agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT’S RESPONSIBILITIES
3 SCOPE OF ARCHITECT’S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER’S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

(Paragraph Deleted)

ARTICLE 1 INITIAL INFORMATION
§ 1.1 Paragraph deleted

(Paragraph Deleted)

§ 1.2 The Owner’s anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

1 Commencement of construction date:

2 Substantial Completion date:

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

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.
§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.*

1. General Liability
   $1,000,000

2. Automobile Liability
   $1,000,000

3. Workers' Compensation
   $1,000,000

4. Professional Liability
   $1,000,000

LIMITATION OF LIABILITY
In recognition of the relative risks, rewards, and benefits of the Project to both the Client and BGO Architects, the risks have been allocated such that the Client agrees that, in no event and to the fullest extent permitted by law, BGO Architects' total Liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, whether arising out of contract, tort, negligence, warranty, strict or any other legal or equitable theory, shall not exceed the insurance limit under BGO Architects professional liability policy.

WAIVER OF CONSEQUENTIAL DAMAGES
Notwithstanding anything in this Agreement to the Contrary, it is agreed that Design Professional shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder.

Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

STANDARD OF CARE
Notwithstanding any clause in this Agreement to the contrary, Design Professional expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether Design Professional performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.
ARTICLE 3  SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building together with other considerations based on program and aesthetics, in developing a design that
§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

(Paragraph Deleted)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

(Paragraph Deleted)

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.5.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

(Paragraph Deleted)

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.
§ 3.5.2 COMPETITIVE BIDDING
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by
(Paragraph Deleted)
- distributing the Bidding Documents to prospective bidders;
- organizing and conducting a pre-bid conference for prospective bidders;
- preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
(Paragraph Deleted)

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

§ 3.5.3 NEGOTIATED PROPOSALS
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
- procuring the reproduction of Proposal Documents for distribution to prospective contractors;
- organizing and participating in selection interviews with prospective contractors; and
- participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.5 CONSTRUCTION PHASE SERVICES
§ 3.5.1 GENERAL
§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever
the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or
testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work
is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith
either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the
Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities
performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the
Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests
shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

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

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

§ 3.6.4 SUBMITTALS
§ 3.6.4.1 If included in 11.5, the Architect shall review the Contractor’s submittal schedule and shall not unreasonably
delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the
approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while
allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or
take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples,
but only for the limited purpose of checking for conformance with information given and the design concept
expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy
and completeness of other information such as dimensions, quantities, and installation or performance of equipment

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User Notes:
or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.
ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1 Programming</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.2 Multiple preliminary designs</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.3 Measured drawings</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.4 Existing facilities surveys</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.5 Site Evaluation and Planning (B203™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.6 Building Information modeling</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.7 Civil engineering</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.8 Landscape design</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.9 Architectural Interior Design (B252™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.10 Value Analysis (B204™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.11 Detailed cost estimating</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.12 On-site project representation</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.13 Conformed construction documents</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.14 As-Designed Record drawings</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.15 As-Constructed Record drawings</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.16 Post occupancy evaluation</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.17 Facility Support Services (B210™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.18 Tenant-related services</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.19 Coordination of Owner’s consultants</td>
<td>ARCHITECT</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.20 Telecommunications/data design</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.22 Commissioning (B211™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.23 Extensive environmentally responsible design</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.24 LEED® Certification (B214™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.25 Fast-track design services</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.26 Historic Preservation (B205™–2007)</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.27 Furniture, Furnishings, and Equipment Design (B203™–2007)</td>
<td>NP</td>
<td></td>
</tr>
</tbody>
</table>

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

Additional site visits beyond those described in 4.3.3 $1,250

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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

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

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

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

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

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

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

or

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

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

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

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

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

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

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

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

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor;

.2 One (1) visits to the site by the Architect over the duration of the Project during construction;

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;

.4 One (1) inspections for any portion of the Work to determine final completion;

.5 Site visits for projects requiring multiple days for travel, add $1,000 per additional day.

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.
ARTICLE 6  OWNER’S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect’s services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
§ 5.12 The Owner shall provide the Architect access to the project site prior to commencement of the Work and shall oblige the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work if provided in Initial Information, may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation to a maximum of 40 man-hours, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 MEDIATION

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

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

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

[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

§ 8.3 ARBITRATION

(Paragraphs Deleted)

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice. If the Architect’s agreement ceases to provide any billing for Architectural Services for one hundred eighty (180) days the contract fees become subject to review.
§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

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

§ 10.8 If the Architect on Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per 11.7

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Application Package</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development Phase</td>
<td>$103,400</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>$17,600</td>
</tr>
<tr>
<td>Structural Engineering</td>
<td>$14,115</td>
</tr>
<tr>
<td>MEP Engineering</td>
<td>$8,300</td>
</tr>
<tr>
<td>Landscape Design</td>
<td>$28,405</td>
</tr>
<tr>
<td>Interior Design</td>
<td>$N/C</td>
</tr>
<tr>
<td>Accessibility Review</td>
<td>$N/C</td>
</tr>
<tr>
<td>Waterproofing Review</td>
<td>$N/C</td>
</tr>
</tbody>
</table>

Total Basic Compensation $387,329

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or interline them below.)
Employee or Category | Rate
---|---
1. PARTNER | $325.00
2. PROJECT ARCHITECT | $200.00
3. JOB CAPTAIN | $140.00
4. INTERN | $100.00
5. CLERICAL | $75.00

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

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

2.5% of Total Contract Amount

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid (___) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1% per month

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

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

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

§ 13.2 This Agreement is comprised of the following documents listed below:
.1 AIA Document B101™ - 2007, Standard Form Agreement Between Owner and Architect;
.2 AIA Document E201™ - 2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

None

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

OWNER

(Signature)

[Handwritten signature]

(Printed name and title)

ARCHITECT

(Signature)

[Handwritten signature]

(Printed name and title)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jaren Daily, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:07:58 on 02/23/2018 under Order No. 9635189036 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

02.23.2018
Readiness to Proceed

Critical Path Schedule
February 26, 2018

Tim Irvine
Executive Director
Texas Department of Housing & Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Green Oaks Apartments, TDHCA# 18093 – Architectural Timeline

Mr. Irvine,

BGO Architects has been engaged by AMTEX Development, LLC to serve as the architect for the above-named development. As of this writing this letter, BGO is working under an executed AIA contract for services with the AMTEX dated February 26, 2018. The current AIA contract for services not only includes Architectural services; but also includes MEP engineering, Structural engineering, and Landscape design. Civil engineering is under a separate executed contract with AMTEX, in effort to efficiently coordinate and streamline the plan development and permitting timeframe to achieve financial closings and obtain an executed construction contract no later than October 31, 2018.

BGO has committed to the following timeline for deliverable work.

- Conceptual Drawings 100% complete – February 9, 2018
- Schematic Drawings completed by – March 23, 2018
- Construction Drawings completed & submitted to City for permits – May 14, 2018
- Obtain site development permit – August 31, 2018
- Obtain construction permits – September 28, 2018
- Commence construction – November 14, 2018
- Vertical construction start – February 20, 2019
- Construction complete – March 2, 2020

BGO is aware of our Client’s timing requirement to begin construction prior to the end of October 2018, and we are confident that we can adhere to the schedule above. If you have any questions, please feel free to contact me at jdaily@bgoarchitects.com or 214-520-8878 ext. 103.

Sincerely,

Jaron Daily
BGO Architects
Readiness to Proceed

Evidence of Site Plan submittal
CITY OF HOUSTON
PERMIT CENTER - CODE ENFORCEMENT DIVISION
1002 Washington Ave, Houston, Texas 77002

Point of Sale Transmittal

Note: This is not a permit and does not authorize the holder to perform any work

Customer Name/Address
AMTEX CONSTRUCTION JERRY BROWN
4101 MCEWEN
DALLAS, TX 75224
214-295-4463

Payer Name/Address
AMTEX CONSTRUCTION JERRY BROWN
4101 MCEWEN
DALLAS, TX 75224
214-295-4463

Sales Order
01802705 (B)

Project-No Description
18021814 NEW APARTMENTS
AMTEX DEVELOPMENT
1475 GEARS RD
HOUSTON, TX 77067

Permit: EX **PLAN CHECK FEE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Sub-Total</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Administration Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Permit Fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL AMOUNT DUE: 7,335.68

Permit Sub-Total: 7,307.18
Administration Fee: 28.50
Total Permit Fee: 7,335.68

Shopping-Cart: 01693027

ecoheal
BUILDING PERMIT APPLICATION

FLOOD DEVELOPMENT PERMIT APPLICATION ONLY

Applicant:

Scott P. Greer
scottp@brooksandsprings.com

Owner:

Amtex Development
1415 Gears Road
Houston 77067 Harris 372 N 3

Project Manager:

Jerry Brown
Jerry Brown
4101 McEwen Rd, Suite 675 Farmers Branch 75244

General Contractor:

Amtex Construction
Jerry Brown
4101 McEwen Rd, Suite 675 Farmers Branch 75244

Other:

Engineer
(281) 378-9595

Project Information:

Residential

□ Single Residence □ Swimming Pool □ Apartments
□ Duplex □ Office □ Parking Garage □ Other:
□ Carport □ Swimming Pool □ ______ Apt. Units in the bldg.
□ Garage □ Storage Shed
□ Other:
□ Converted from:
□ Conversion □ Foundation □ Other:
□ New Construction □ Demolition □ Other:
□ Addition □ Other:
□ Removal □ Other:
□ Repair

Total Cost of Improvements:

$12,400,000

□ Commercial
□ Retail □ Parking Garage
□ Office □ Swimming Pool
□ Warehouse □ Other:
□ School

Current Occupancy:

□ Commercial Projects Only
□ Apartment □ Proposed Occupancy (if different)
□ Other:

□ Commercial Projects Only
□ School

□ Commercial Projects Only
□ LEED □ GBI □ GHBA/GBGC

□ Sprinklers
□ Yes □ Other:
□ No

□ Yes □ Other:
□ No

□ TDLR
□ TDLR Project No.

Other Remarks:

Warning: The applicable deed restriction unsworn declaration must accompany this application when required. Any false statement thereon may result in criminal prosecution. The City will rely upon the representations in the declaration in issuing the permit. The issuance of a permit does not authorize construction, or use of, any property in violation of deed restrictions. Any misrepresentations on this application or the declaration will render the permit void.

Signature of Applicant: Scott P. Greer
Date: 2-22-18

Deed restriction unsworn declarations are located online at http://www.houstonpermittingcenter.org/building-code-enforcement.html

Form No: C1-1263 10/08/2010
To: To Whom It May Concern
Company:

Sender: CITY OF HOUSTON, JPERMITS
Sender Company:
### Water/Wastewater Impact Fee Receipt

**Date:** 21-FEB-2018  
**Receipt No.:** 6882769  
**Proj. Type:** NEW  
**Project No.:** 18020942

<table>
<thead>
<tr>
<th>Occupant</th>
<th>Sprinklers</th>
<th>% Type</th>
</tr>
</thead>
</table>

**Address:**  
CITY MASTER PROJECT  
**Space:**  
**TID No.:**

<table>
<thead>
<tr>
<th>City</th>
<th>Zip Code</th>
<th>County</th>
<th>Blgs</th>
<th>Units</th>
<th>Story</th>
<th>Occ. Grp</th>
<th>Sales Order</th>
</tr>
</thead>
</table>

**Contractor:**  
**Lic. No.:**  
**Phone:**

**Paid by:** SCOTT P. GREER  
**Lic. No.:**  
**Phone:** 2815789595

**Other:**  
**Lic. No.:**  
**Phone:**

**Use:** WATER/WASTE WATER APPLICATION (00020151) REVIEW

**Payment method:** Credit card ATM  
**Permit Type:** WT Utility Administrative Application Fee  
**Fee:** $84.40

1.0000 UNITS  
**Processing Fee:** 55.90  
**Total Permit Fee:** 28.50  
**Total:** 84.40

***** RECEIPT GRAND TOTAL *****  
**Total:** $84.40

---

*Please note: Impact Fees are not refundable for any reason including, but not limited to, discovery of prior payment or valid WCR letters, discovery of prior existing development for which credit was not given, cancellation of a project for any reason including funding issues, or inability to obtain a building permit, except under extremely limited circumstances as outlined in Chapter 47 Section 322-324 of the City of Houston Code of Ordinances.*
Readiness to Proceed

Architect Description of current stage of plans

See Critical Path Schedule - Architect letter dated 2/26/18
Readiness to Proceed

Evidence of Site Development Permit Application submittal

See Evidence of Site Plan Submittal Permit application
Readiness to Proceed

Description of timing for property acquisition – Project Schedule
Readiness to Proceed

Description of timing for construction permits – see Project Schedule

See Project Schedule and Critical Path Schedule - Architect Letter 2.26.18
Readiness to Proceed

Evidence of selection of construction contractor
AGREEMENT made as of the Twenty-seventh day of February in the year 2018
(In words, indicate day, month and year.)

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

AMTEX Green Oaks Fund, LP
By: AMTEX Green Oaks GP, LLC
By: AMTEX Multi-Housing LLC, its Managing Member
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

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

AMTEX Construction LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

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

Green Oaks Apartments
8.671 acres out of Unrestricted Reserve "E" in the Green Crossing Section One subdivision recorded in Volume 303, Page 103 of the Harris County Map Records
1475 Gears Road
Houston, Texas 77067 (Harris County Appraisal District)

126-unit family apartment complex; 5 3-story residential buildings and a single story clubhouse building of Type V Construction; swimming pool

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

BGO Architects
4202 Interway Drive
Addison, TX 75001

The Owner and Contractor agree as follows:

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

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

This document is not intended for use in competitive bidding. AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
TABLE OF ARTICLES

| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | RELATIONSHIP OF THE PARTIES |
| 4 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 5 | CONTRACT SUM |
| 6 | CHANGES IN THE WORK |
| 7 | COSTS TO BE REIMBURSED |
| 8 | COSTS NOT TO BE REIMBURSED |
| 9 | DISCOUNTS, REBATES AND REFUNDS |
| 10 | SUBCONTRACTS AND OTHER AGREEMENTS |
| 11 | ACCOUNTING RECORDS |
| 12 | PAYMENTS |
| 13 | DISPUTE RESOLUTION |
| 14 | TERMINATION OR SUSPENSION |
| 15 | MISCELLANEOUS PROVISIONS |
| 16 | ENUMERATION OF CONTRACT DOCUMENTS |
| 17 | INSURANCE AND BONDS |

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.
ARTICLE 4  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Commencement date will be fixed in a notice to proceed and construction will mobilize and commence no later than 2 weeks from that date.

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Four Hundred Eighty Seven (487) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

None

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion date</th>
</tr>
</thead>
</table>

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5  CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor’s Fee.

§ 5.1.1 The Contractor’s Fee:

(State lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)

Fourteen Percent (14%) Overhead, Profit, and General Requirements, of this amount, $50,000 will be paid as a one-time mobilization payment at the time of closing of the Owner’s financing of the project.

§ 5.1.2 The method of adjustment of the Contractor’s Fee for changes in the Work:

Fourteen Percent (14%) Overhead, Profit, and General Requirements

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

Fifteen Percent (15%) Overhead, Profit
§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

(Table deleted)

(Paragraphs deleted)

§ 5.2 GUARANTEED MAXIMUM PRICE
§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Twelve Million Two Hundred Eighty Two Thousand Six Hundred Thirty Three Dollars and No Cents ($12,282,633.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(Identify the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowances and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

(Paragraphs deleted)

§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 5.2.5 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

(Paragraphs deleted)

TABLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus fee), the terms "cost" and "fee" as used in Section 7.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A101™ – 2007 (formerly A111™ – 1987).
Document A201–2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "Fee" shall mean the Contractor's Fee as defined in Section 5.11 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK
(Paragraphs deleted)

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.2 LABOR COSTS
(Paragraphs deleted)

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 7.3 SUBCONTRACT COSTS
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION
(Paragraphs deleted)

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion.
of the Work or, at the Owner’s option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS
(Paragraphs deleted)
§ 7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 7.6 MISCELLANEOUS COSTS
(Paragraphs deleted)
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming work for which reimbursement is excluded by Section 3.3.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner’s consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor’s Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.

§ 7.6.7 Deposits lost for causes other than the Contractor’s negligence or failure to fulfill a specific responsibility in the Contract Documents.
§ 7.6.8 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.9 Subject to the Owner’s prior approval, expenses incurred in accordance with the Contractor’s standard written personnel policy for relocation and temporary living allowances of the Contractor’s personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 OTHER COSTS AND EMERGENCIES
(Paragraphs deleted)
§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 RELATED PARTY TRANSACTIONS
(Paragraphs deleted)
§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED
(Paragraphs deleted)
§ 8.1 The Cost of the Work shall not include the items listed below:
.1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section 7.2. or as may be provided in Article 15;
.2 Expenses of the Contractor’s principal office and offices other than the site office;
.3 Overhead and general expenses, except as may be expressly included in Article 7;
.4 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
.5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Article 7; and
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.
ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

(Paragraphs deleted)

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

(Paragraphs deleted)

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 PROGRESS PAYMENTS

(Paragraphs deleted)

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-Fifth day
of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Ten (10) days after the Architect receives the Application for Payment. 

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor’s Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Notwithstanding anything herein to the contrary, the parties intend this contract to be a lump-sum contract as defined by 24 Texas Administrative Code Section 3.291(a)(8). In furtherance thereof, any fabrication and installation labor set forth in exhibits to this Contract or Applications for Payment under this Contract shall be billed on a lump-sum basis with related materials cost. Moreover, materials costs will not be broken down between incorporated materials and consumed materials.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment; prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

3. Add the Contractor’s Fee, less retention of Ten percent (10%). The Contractor’s Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

4. Subtract retention of Ten percent (10%) from that portion of the Work that the Contractor self-performs;

5. Subtract the aggregate of previous payments made by the Owner;

6. Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and

7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 12.1.8 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retention held on Subcontracts, and the Contractor shall execute subcontracts in accordance with these agreements.
§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT
(Paragraphs deleted)

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;

2. the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

3. a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section 12.2.2 supersedes those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount in the AIA Document A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

ARTICLE 13 DISPUTE RESOLUTION
§ 13.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

If the parties mutually agree, insert the same, address and other contact information of the Initial Decision Maker, if other than the Architect.

Arjun Nagarkatti
§ 13.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Click the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 14 TERMINATION OR SUSPENSION
(Paragraphs deleted)
§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 14.2 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201–2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:
1. Take the Cost of the Work incurred by the Contractor to the date of termination;
2. Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS
(Paragraphs deleted)
§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Zero % 0.00

§ 15.3 The Owner's representative:
(Name, address and other information)

Arjun Nagarkatti  
30141 Agoura Road  
Suite 100  
Agoura Hills, CA 91301  
Telephone Number: (818) 706-0694 Ext. 107  
Fax Number: (818) 865-1813  
Email: Arjun@anacalhousing.com

§ 15.4 The Contractor's representative:  
(Name, address and other information)

Percival Vaz  
30141 Agoura Road  
Suite 100  
Agoura Hills, CA 91301  
Telephone Number: (818) 706-0694 Ext. 102  
Fax Number: (818) 706-1011  
Email: percy@anacalhousing.com

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

None

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102-2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
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</thead>
</table>

§ 16.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 16.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
§ 16.1.6 The Addenda, if any:

<table>
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<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
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</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

(Paragraphs deleted)

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document F201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
   
   EXHIBIT A - List of Drawings and Documents
   EXHIBIT B - Schedule of Values
   EXHIBIT C - Construction Schedule

2. Other documents, if any, listed below:
   (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201—2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

(Article 17 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201—2001.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201—2007.)

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,600,000 per occurrence and $2,000,000 aggregate</td>
</tr>
</tbody>
</table>

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

AMTEX Green Oaks Fund, LP
By: AMTEX Green Oaks GP, LLC
By: AMTEX Multi-Housing LLC, its Managing Member

AMTEX Construction LLC
Owner (Signature)
Arijun Nagarkatti President
(Printed name and title)

Contractor (Signature)
Percival Vaz CEO
(Printed name and title)
Additions and Deletions Report for
AIA® Document A102™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:06:40 on 02/27/2018.

PAGE 1

AGREEMENT made as of the Twenty-seventh day of February in the year 2018

... AMTEX Green Oaks Fund, LP
   By: AMTEX Green Oaks GP, LLC
   By: AMTEX Multi-Housing LLC, its Managing Member
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

... AMTEX Construction LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

... Green Oaks Apartments
8.671 acres out of Unrestricted Reserve "E" in the Greens Crossing Section One subdivision recorded in Volume 303, Page 103 of the Harris County Map Records
1475 Gears Road
Houston, Texas 77067 (Harris County Appraisal District)

120-unit family apartment complex, 5-story residential buildings and a single story clubhouse building of Type V
Construction; swimming pool

... DGO Architects
4202 Beltway Drive
Addison, TX 75001

PAGE 2

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 RELATIONSHIP OF THE PARTIES
4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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User Notes:
(810768169)
§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Commencement date will be fixed in a notice to proceed and construction will mobilize and commence no later than 2 weeks from that date.

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Four Hundred Eighty Seven (487) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

None

Portion of Work Substantial Completion date

subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (___) days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion date</th>
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, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor’s Fee.

§ 5.1.1 The Contractor’s Fee:
(Insert lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)

Fourteen Percent (14%) Overhead, Profit, and General Requirements, of this amount, $50,000 will be paid as a one-time mobilization payment at the time of closing of the Owner’s financing of the project.

§ 5.1.2 The method of adjustment of the Contractor’s Fee for changes in the Work:

Fourteen Percent (14%) Overhead, Profit, and General Requirements

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

Fifteen Percent (15%) Overhead, Profit

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ___ percent (___ %) of the standard rate paid at the place of the Project.

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User Notes:

(810766169)
§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
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PAGE 4

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§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

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<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
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§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Twelve Million Two Hundred Eighty Two Thousand Six Hundred Thirty Three Dollars and No Cents ($12,282,633.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

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(Invert specific provision if the Contractor is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternatives. If bidding or proposal documents permit the Owner to accept other alternatives subsequent to the execution of this Agreement, attach a schedule of such other alternatives showing the amount for each and the date when the amount expires.)

§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowances and state exclusions, if any, from the allowance price.)

§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 5.2.5 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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§ 5.2.7 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.2.2 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article

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§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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§ 7.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

§ 7.2.2 Wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, as identified in Article 5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits
such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction:

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase
price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to
the Owner’s prior approval.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel
delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the
Owner’s prior approval.

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Owner’s prior approval.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly
attributed to this Contract. Self-insurance for any or partial amounts of the coverages required by the Contract
Documents, with the Owner’s prior approval.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the
Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the
Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or
nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by
other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract
Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the
Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from
such suits or claims and payments of settlements made with the Owner’s consent. However, such costs of legal
defenses, judgments and settlements shall not be included in the calculation of the Contractor’s fee or subject to the
Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA
Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of
the Work.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.
§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, shall not be unreasonably withheld.

§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract, self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

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§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7.1 Other costs incurred in the performance of the Work, if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in the case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.
§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 7.7.5 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8.1 For purposes of Section 7.8, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor, any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate, or any person or entity which has the right to control the business or affairs of the Contractor. The term “related party” includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

§ 7.8.3 For purposes of Section 7.8, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor, any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate, or any person or entity which has the right to control the business or affairs of the Contractor. The term “related party” includes any member of the immediate family of any person identified above.

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§ 8.1 The Cost of the Work shall not include the items listed below:

1—Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
2—Expenses of the Contractor’s principal office or offices other than the site office;
3—Overhead and general expenses, except as may be expressly included in Article 7;
4—The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
5—Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or any person directly or indirectly employed by or any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contractor.
6. Any cost not specifically and expressly described in Article 7; and
7. Costs, other than costs included in Change Orders approved by the Owner that would cause the Guaranteed Maximum Price to be exceeded.

§ 8.1 The Cost of the Work shall not include the items listed below:
1. Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
2. Expenses of the Contractor's principal office and offices other than the site office;
3. Overhead and general expenses, except as may be expressly included in Article 7;
4. The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
5. Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
6. Any cost not specifically and expressly described in Article 7; and
7. Costs, other than costs included in Change Orders approved by the Owner that would cause the Guaranteed Maximum Price to be exceeded.

§ 8.4 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner may then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.
§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended by the Owner and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus-a-fee basis, the Contractor shall provide to the Subcontractor for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

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§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect on or before the last day of the month, the Contractor shall make payment of the amount due to the Contractor not later than the second day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (1) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices together with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that each disbursement already made by the Contractor on account of the Cost of the Work has not exceeded (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present application for payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data as to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work, and computing the total of all of this amounts. Depending on the final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007.

2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

3. Add the Contractor's Fee, less retention of percent (—%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 3.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract retenion of percent (—%) from that portion of the Work that the Contractor self-performs.

5. Subtract the aggregate of previous payments made to the Owner.

6. Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 12.1.8 The Owner and the Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor's Application for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purpose the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.1.10 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.12 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month as follows:

§ 12.1.13 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount required by the Owner not later than the Twenty-Fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Ten (10) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.14 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of such payments attributable to the Contractor's Fee, plus (3) payrolls for the period covered by the present Application for Payment.
§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Notwithstanding anything herein to the contrary, the parties intend to this contract to be a lump-sum contract as defined by 34 Texas Administrative Code Section 3.291(a)(8). In furtherance thereof, any fabrication and installation labor set forth in exhibits to this Contract or Applications for Payment under this contract shall be billed on a lump-sum basis with related materials cost. Moreover, materials costs will not be broken down between incorporated materials and consumed materials.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007.

2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

3. Add the Contractor's Fee, less retention of ten percent (10%). The Contractor's Fee shall be computed upon the cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract retention of ten percent (10%) from that portion of the Work that the Contractor self-performs.

5. Subtract the aggregate of previous payments made by the Owner.

6. Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and

7. Subtract amounts, if any, for work which the Architect has withheld or nullified, as provided in Section 9.5 of AIA Document A201-2007.

§ 12.1.8 The Owner and the Contractor shall agree upon (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retention held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.1.10 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when...
1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
3. a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner’s auditors will review and report in writing on the Contractor’s final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Contractor’s final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Contractor’s final accounting.

§ 12.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Contractor’s final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect’s final Certificate for Payment.

§ 12.2.4 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner’s request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
3. a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner’s auditors will review and report in writing on the Contractor’s final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Contractor’s final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Contractor’s final accounting.
§ 12.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Contractor’s final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect’s final Certificate for Payment.

§ 12.2.4 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner’s request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

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Ariun Nagarkatti
30411 Agoura Road
Suite 100
Agoura Hills, CA 91301
Telephone Number: (818) 706-0694 Ext. 107
Fax Number: (818) 865-1813
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[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...
§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 14.2 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201-2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor to the date of termination;
2. Add the Contractor’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require, for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Contractor’s Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 15.3 The Owner’s representative:
(Name, address and other information)

§ 15.4 The Contractor’s representative:
(Name, address and other information)
§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

Zero % 0.00

§ 15.3 The Owner's representative:
(Name, address and other information)

Arijun Nagarkatti
30141 Agoura Road
Suite 100
Agoura Hills, CA 91301
Telephone Number: (818) 706-0694 Ext. 107
Fax Number: (818) 865-1813
Email: Arijun@ancalhousing.com

§ 15.4 The Contractor's representative:
(Name, address and other information)

Percival Vaz
30141 Agoura Road
Suite 100
Agoura Hills, CA 91301
Telephone Number: (818) 706-0694 Ext. 102
Fax Number: (818) 706-1011
Email: percy@ancalhousing.com

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 16.6 Other provisions:

None

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102-2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.
§ 16.1.3 The Supplementary and other Conditions of the Contract:

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§ 16.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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...§ 16.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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§ 16.1.6 The Addenda, if any:

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<th>Date</th>
<th>Pages</th>
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below:

§ 16.1.4 The Agreement is this executed AIA Document A102—2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201—2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
   - EXHIBIT A - List of Drawings and Documents
   - EXHIBIT B - Schedule of Values
   - EXHIBIT C - Construction Schedule

2. Other documents, if any, listed below:
   (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201—2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
§ 10.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

§ 10.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

§ 10.1.6 The Addenda, if any:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 10.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™, 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™, 2007 provides that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Commercial General Liability $1,000,000 per occurrence and $2,000,000 aggregate

AMTEX Green Oaks Fund, LP
By: AMTEX Green Oaks GP, LLC
By: AMTEX Multi-Housing LLC, Its Managing Member

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Arijun Nagarkatti President

AMTEX Construction LLC

Percival Vaz CEO
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, [Name], hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:06:40 on 02/27/2018 under Order No. 1107989027 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(President)

(Dated)

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| W03001  |mass SITE EXCAVATION                  | $260,000.00 |
| W03002  |DEMOLITION                            | $50,000.00 |
| W03003  |HAZARDOUS MATERIAL/SITE REMEDIATION   | $-        |
| W03004  |SHORING                               | $-        |
| W03005  |ONSITE PAVING                         | $402,325.56 |
| W03006  |SIDEWALKS/CURBS & GUTTER             | $102,547.50 |
| W03007  |SURVEY/STAKING                        | $35,000.00 |
| W03008  |DEWATERING                            | $-        |
| W03009  |ONSITE DUST CONTROL/ WEED CLEAN       | $-        |
| W03010  |TERMITE TREATMENT                     | $5,734.50 |
| W03011  |ONSITE WET UTILITIES                 | $497,857.44 |
| W03013  |ONSITE DRY UTILITIES                 | $100,000.00 |
| W03021  |ONSITE LANDSCAPE                      | $252,000.00 |
| W03025  |DECORATIVE PAVING                     | $-        |
| W03029  |EROSION CONTROL / SWPPP               | $15,000.00 |
| W03033  |ONSITE MASONRY                        | $-        |
| W03035  |ONSITE FENCING AND GATES              | $99,900.00 |
| W03036  |RETAINING WALL                        | $-        |
| W03038  |ONSITE BUMPERS & STRIPING             | $9,000.00 |
| W03039  |VEHICULAR GATES AND OPERATORS         | $55,000.00 |
|          |**TOTAL ONSITES**                      |**$1,874,365.00** |

<p>| W04005  |SWIMMING POOL/SPA/WATERFEATURE        | $180,000.00 |
| W04009  |MONUMENT SIGN                         | $5,000.00 |
| W04010  |PLAYGROUND STRUCTURE                  | $85,000.00 |
| W04011  |SITE FURNISHINGS                      | $25,000.00 |
| W04012  |CARPORTS                              | $-        |
| W04013  |LANDSCAPE STRUCTURES                  | $20,000.00 |
| W04014  |SPECIALTY CONSULTANT                   | $-        |
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EXHIBIT B - SCHEDULE OF VALUES

For:
PROJECT NAME: Gears Road
Contractor:
AMTEX CONSTRUCTION LLC

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**Total Indirects & GC Fee Calculation:** 14.0000%

**TOTAL GC CONTRACT:** $12,382,631.00

**APPROVED BY:**

Percival Vaz, CEO

Date: 2-28-18

Arjun Nair, President

Date: 2-28-18

Gerardo Hauria, Sr. Director of Construction

Date: 2-28-18

Matt Kelly, Director of Construction

Date: 2/28/2018
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<td>NTP</td>
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<td>Tue 11/13/18</td>
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**Project: Green Oaks Contract Schedule**

**Day: Wed 2/29/19**

- Task: Progress
- Split: Duration-only
- Milestone: Finish-only
- Summary: Start-only
- Project Summary: Manual Task
- External Tasks: Manual Summary Rollup
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation</td>
<td>20 days</td>
<td>Fri 3/1/19</td>
<td>Thu 3/28/19</td>
</tr>
<tr>
<td>Framing</td>
<td>30 days</td>
<td>Fri 5/10/19</td>
<td>Thu 5/28/19</td>
</tr>
<tr>
<td>MEP</td>
<td>25 days</td>
<td>Wed 6/26/19</td>
<td>Tue 7/30/19</td>
</tr>
<tr>
<td>Drywall</td>
<td>20 days</td>
<td>Wed 7/13/19</td>
<td>Tue 7/30/19</td>
</tr>
<tr>
<td>Finishes</td>
<td>30 days</td>
<td>Wed 8/28/19</td>
<td>Tue 9/18/19</td>
</tr>
<tr>
<td>Punch</td>
<td>30 days</td>
<td>Wed 10/9/19</td>
<td>Tue 11/19/19</td>
</tr>
<tr>
<td>Building 02</td>
<td>201 days</td>
<td>Tue 3/12/19</td>
<td>Tue 12/17/19</td>
</tr>
<tr>
<td>Foundation</td>
<td>20 days</td>
<td>Tue 3/12/19</td>
<td>Mon 4/1/19</td>
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<tr>
<td>Framing</td>
<td>30 days</td>
<td>Tue 5/1/19</td>
<td>Mon 5/17/19</td>
</tr>
<tr>
<td>MEP</td>
<td>25 days</td>
<td>Wed 7/24/19</td>
<td>Tue 8/27/19</td>
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<tr>
<td>Drywall</td>
<td>20 days</td>
<td>Wed 8/28/19</td>
<td>Tue 9/18/19</td>
</tr>
<tr>
<td>Finishes</td>
<td>30 days</td>
<td>Wed 9/29/19</td>
<td>Tue 10/15/19</td>
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<tr>
<td>Punch</td>
<td>30 days</td>
<td>Wed 11/6/19</td>
<td>Tue 2/24/19</td>
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<tr>
<td>Building 03</td>
<td>214 days</td>
<td>Thu 3/21/19</td>
<td>Thu 6/14/20</td>
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<tr>
<td>Foundation</td>
<td>20 days</td>
<td>Thu 3/21/19</td>
<td>Wed 4/17/19</td>
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<tr>
<td>Framing</td>
<td>30 days</td>
<td>Thu 5/10/19</td>
<td>Wed 6/19/19</td>
</tr>
<tr>
<td>MEP</td>
<td>25 days</td>
<td>Wed 8/21/19</td>
<td>Tue 9/24/19</td>
</tr>
</tbody>
</table>
Readiness to Proceed

Detailed Construction Schedule – see schedule as part of Construction Contract
Readiness to Proceed

Project Execution Plan – See Project Schedule
Readiness to Proceed

Other – City of Houston Public Works dated 2.21.18 demonstrating that capacity is confirmed.
WATER/WASTEWATER/STORMWATER CAPACITY RESERVATION
Department of Public Works and Engineering
City of Houston

PLEASE SUBMIT PROOF OF PROPERTY OWNERSHIP: Recorded Deed, Title Report, or Title Insurance

To: Public Works and Engineering, Impact Fee Administration
1002 Washington Ave, P.O. Box 131927, Houston, Texas 77219-1927

Title Owner: Texas Annual Conference of the UMC
Agents Name*: SCOTT P. GREER
Mailing Address: 5215 MAIN ST
Address: 21020 PARK ROW
City: Houston, TX 77002
City: KATY, TX 77449
Company: 
Company: BROOKS & SPARKS, INC
Phone: 2815789595
Phone: 2815789595
E-Mail: recebrun@txoumc.org
E-Mail: scottg@brooksandsparks.com
Signature: 
Signature: 
Print Name: 
Print name: 

*Application submitted by anyone other than the property owner must be accompanied by a notarized letter of Authorization from the property owner that designates the applicant as an "authorized representative".

PLEASE NOTE: SUBMITTAL OF FALSE INFORMATION WILL RESULT IN INVALIDATION OF THIS RESERVATION

LEGAL DESCRIPTION

PLEASE SUBMIT A PROPER LEGAL DESCRIPTION OF THE PROPERTY IN QUESTION:

Lot(s) __________________ Block(s) 1 Reserve(s) E
Key Map __________________ GIMS Map __________________ Zip Code __________________

Subdivision: Greens Crossing Sec. 1
Survey: WCRR Co and
Abstract#: 889 and 175
Tract(s) __________________
Tract Size 10.362 Acres

<table>
<thead>
<tr>
<th>Tax Account</th>
<th>Property Address / Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>11502600000005</td>
<td>Unaddressed 10.269 acre parcel along 'GEARS RD' Religious Organizations</td>
</tr>
</tbody>
</table>

A SURVEY MUST BE SUBMITTED FOR ALL PROPERTY NOT LOCATED IN SUBDIVISION OR FOR PROPERTY LISTED AS A TRACT OR PORTION OF A LOT WITHIN A SUBDIVISION
# Existing Development*

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Type of Development</th>
<th>Additional information**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

*Please attach a tenant list or additional sheets if more space is needed

**Additional Information**

If this project includes any removal please describe below

Demo Permit or Water Account No. ____________  Existing Development Project No. ____________

Is the existing development served by: City sewers [ ] City Water [x]  Private Septic [ ] Private Water [ ]  Other [ ]

MUD or CCN (specify)? ___________________
**PROPOSED DEVELOPMENT**

Please Indicate the Proposed Development by selecting all that apply

- New Construction: ☑
- Interior Only Remodel: 
- Additional Building: 
- Tenant Build-Out: 
- Exterior Addition: 
- Conversion: 

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Type of Development</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1455 Gears Rd</td>
<td>Residence, Apartment with washer/dryer Building Square Footage 114,690 Number of Units 126</td>
<td>12,042 is for a clubhouse/office building</td>
</tr>
</tbody>
</table>

*Prior Correspondence*

(Please attach copies of any prior letters of availability or correspondence concerning this request)
WATER/WASTEWATER/STORMWATER CAPACITY RESERVATION APPLICATION
ADDITIONAL INFORMATION

ILMS Project No: 18020942
Demo Permit or Water Account No. ____________________________

TRACT ADDRESS: 1455 GEARS ROAD

☐ Property is part of a larger development
☐ Property is located within the 100-Year flood plain
✓ Property is served by public storm system in:

GREENSMARK ROAD

Preferred Utility Service Connection Points:

<table>
<thead>
<tr>
<th>Water</th>
<th>Gears Rd/12&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater</td>
<td>Greens/10&quot;</td>
</tr>
<tr>
<td>Storm water</td>
<td>Greensmark/48&quot;</td>
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</table>

DESCRIPTION OF DEVELOPMENT

<table>
<thead>
<tr>
<th>Improvement Type</th>
<th>Area of Existing Impervious Cover (Square Feet)</th>
<th>Area of Final Impervious Cover (Square Feet)</th>
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<tbody>
<tr>
<td>Building</td>
<td></td>
<td>84,612</td>
</tr>
<tr>
<td>Parking Lot</td>
<td></td>
<td>92,050</td>
</tr>
<tr>
<td>Sidewalks</td>
<td></td>
<td>11,050</td>
</tr>
<tr>
<td>Walkways/Patios</td>
<td></td>
<td>8,000</td>
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<tr>
<td>Det-Ponds/Pools</td>
<td></td>
<td>29,400</td>
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<tr>
<td>Total Area</td>
<td></td>
<td>205,112</td>
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To: To Whom It May Concern

Company:

Sender: CITY OF HOUSTON, JPERMITS
Sender Company:
## CITY OF HOUSTON
Public Works & Engineering Department
Utility Analysis
1002 Washington Ave., Houston, Texas 77002

### Water/Wastewater Impact Fee Receipt

<table>
<thead>
<tr>
<th>Date</th>
<th>Receipt No.</th>
<th>Proj. Type</th>
<th>Project No.</th>
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<tbody>
<tr>
<td>21-FEB-2018</td>
<td>6882769</td>
<td>NEW</td>
<td>18020942</td>
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<table>
<thead>
<tr>
<th>Occupation</th>
<th>Sprinklers</th>
<th>%</th>
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<tr>
<td>Address</td>
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<tr>
<td>CITY MASTER PROJECT</td>
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<table>
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<tr>
<th>City</th>
<th>Zip Code</th>
<th>County</th>
<th>Bidgs</th>
<th>Units</th>
<th>Story</th>
<th>Occ. Gp</th>
<th>Sales Order</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
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<th>Phone</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Held by</th>
<th>Lic. No.</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCOTT P. GREER</td>
<td>2815789595</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th>Lic. No.</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Use**

WATER/WASTE WATER APPLICATION (00020151) REVIEW

**Payment method:** Credit card ATM  
$84.40

Permit Type: WT Utility Administrative Application Fee

<table>
<thead>
<tr>
<th>Units</th>
<th>Processing Fee</th>
<th>Total Permit Fee</th>
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</thead>
<tbody>
<tr>
<td>1.0000</td>
<td>55.90</td>
<td>84.40</td>
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</table>

***** RECEIPT GRAND TOTAL *****  
$84.40

---

**Please note:** Impact Fees are not refundable for any reason including, but not limited to, discovery of prior payment or valid WCR letters, discovery of prior existing development for which credit was not given, cancellation of a project for any reason including funding issues, or inability to obtain a building permit, except under extremely limited circumstances as outlined in Chapter 47 Section 322-324 of the City of Houston Code of Ordinances.
Site Information Form Part III

1. Site Acreage

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

Site Control: 8.671  Site Plan: 8.671  Appraisal: n/a  ESA: 8.671

(*) 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:

[As 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):

Texas Annual Conference of the United Methodist Church  Anne Vickery
Entity Name  Contact Name

5215 Main
Address

Houston  TX  77002  6/8/2006
City  State  Zip  Date of Last Sale

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

If “Yes,” please explain: ________________________________________________________________________________________________

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

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

Name:  Not Applicable  Relationship: ____________________________

Site Control is in the form of:

☐ Contract for sale.
☐ Recorded Warranty Deed with corresponding executed closing/settlement statement.
☐ Contract for lease.

Expiration of Contract or Option: ____________________________  Anticipated Closing Date: ____________________________

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

3. Site Control - §10.204(10)

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

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

If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.

____________________________________________________________________________________________________________________________________________________
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) - §1.4(c)**

Development qualifies for the boost for:

- [x] Qualified Census tract that has less than 20% HTC Units per household
- [ ] Development is located in a Small Area Difficult Development Area (SADDA)
- [ ] Rural Development (Competitive HTC only)
- [ ] Development is entirely Supportive Housing (Competitive HTC Only)
- [x] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- [ ] Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- [ ] Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)

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

** 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.

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

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 |

|   |   |
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2016

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: Texas Annual Conference of the United Methodist Church

Address: 5215 Main, Houston, TX 77002-9752
Phone: ______________________ E-mail: ______________________
Fax: ______________________ Other: ______________________

Buyer: AMTEX Multi-Housing, LLC and or assigns

Address: 30141 Agoura Rd, Agoura Hills, CA 91301-4332
Phone: (818) 706-0694 E-mail: mmorgan@amcalHousing.com
Fax: (818) 889-8158 Other: ______________________

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at
8.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.
(address) and that is legally described on the attached Exhibit A or as follows:
Approximately 8.671 acres Reserve E Greens Crossing Business Park Section One, consisting of Tracts A, B, C, D, E & F.

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

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

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing ................. $ 1,899,875.00
(2) Sum of all financing described in Paragraph 4 ................. $ ______________________
(3) Sales price (sum of 3A(1) and 3A(2)) ................. $ 1,899,875.00

(TAR-1802) 1-1-16
Reliant Commercial, 1800 St. James Place Houston, TX 77056
Tom Bell

Initialed for Identification by Seller ______________________ and Buyer ______________________

Page 1 of 13
1,899,875.00
1,671 acre Reserve

(1,671 acres Reserve)
3.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.

R. 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 $5.03 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 _________% of the stated sales price, either party may terminate this contract by providing written notice to the other party within _________ 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:

$ BUSINESS DAYS

A. Not later than 3-days after the effective date, Buyer must deposit $10,000.00 as earnest money with Charter Title (title company) at 2 Greenway Plaza #400, Hou.TX. 77046 (address) Barbara Daley (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $10,000.00 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) on May 1, 2018

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.
8.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.

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:
- [X] (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 15 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. By August 3, 2018 unless Buyer cancels escrow before then.

B. Survey:

(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 $2,500.00 (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 15 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.

(TAR-1802) 1-1-16

[Signature]

Initiated for Identification by Seller and Buyer.

Page 3 of 13

4371 acres
8.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.

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

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within ___ by 5-3-2018 days after the effective date (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 independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property, and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
3.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.

(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 21 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

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

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

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

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

☐ (e) plats of the Property;

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

☐ (g)

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

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

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

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

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

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

8. LEASES:

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

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

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

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

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

(TAR-1802) 1-1-16 Initiated for identification by Seller and Buyer Page 5 of 13
Commercial Contract - Unimproved Property concerning 8.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Anne Vickery & Associates Realty

Cooperating Broker: Thomas Sumners Bell

Agent: Anne Vickery
Address: 22611 Community Dr
         New Caney, TX 77357
Phone & Fax: (281)940-7263
E-mail: annev@avaarealty.com
License No.: 484993

Agent: 1800 St. James Place Suite 203
Address: Houston, TX 77056
Phone & Fax: 713 974 7575
E-mail: thell@reliantcommercial.com
License No.: 451388

Principal Broker: (Check only one box.)
X 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.

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

Principal Broker a total cash fee of:
X $3,000 % of the sales price.

Cooperating Broker a total cash fee of:
X $3,000 % of the sales price.

The cash fees will be paid in Harris 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.
   (specific date).
   X September 28, 2018 unless closing is extended per exercised extension option.
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

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

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

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

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

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

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

Buyer shall have four options to extend the closing date by thirty (30) days each by providing a 5 day written notice and depositing into escrow an additional $10,000 (per extension) prior to the closing date (the "Extension Payment") of which 100% of the Extension Payment will be released to the Seller, applicable to Purchase Price at closing of escrow, and shall be non-refundable to the Buyer, See Special Provision 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 (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 disbursal of the earnest money.
Commercial Contract - Unimproved Property concerning 8.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

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

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

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

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

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.)

- Property Description Exhibit identified in Paragraph 2;
- Commercial Contract Financing Addendum (TAR-1931);
- Commercial Property Condition Statement (TAR-1408);
- Commercial Contract Addendum for Special Provisions (TAR-1940);
- Notice to Purchaser of Real Property in a Water District (MUD);
- Addendum for Coastal Area Property (TAR-1915);
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- Information About Brokerage Services (TAR-2501); and
- Exhibit B 10.362 acres Reserve E;
- Exhibit C 1455 Gears Road Dollar General Store

(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 or 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 statutory 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, 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.

Sellant: AMTEX Multi-Housing, LLC and or assigns

Buyer: AMTEX Multi-Housing, LLC and or assigns

Dy. By: 
Printed Name: 
Title: 

Dy. By: 
Printed Name: 
Title: 

TAR-1802 1-1-16

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

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

- $ [Blank]
- 3.00 % of the sales price, or
- % of the Principal Broker’s fee.

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

Principal Broker: Anne Vickery & Associates Realty

Cooperating Broker: Thomas Sumners Bell

By: Anne Vickery

By: Tom S. Bell

ATTOORNEYS

Seller’s attorney: [Blank]

Buyer’s attorney: [Blank]

Address: [Blank]

Address: [Blank]

Phone & Fax: [Blank]

Phone & Fax: [Blank]

E-mail: [Blank]

E-mail: [Blank]

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

A. the contract on this day 1/2/2018 (effective date);

B. earnest money in the amount of $ [Blank] in the form of [Blank] on 1/2/2018.

Title company: [Blank]

Address: [Blank]

Phone & Fax: [Blank]

Assigned file number (GF#): 1045008016

E-mail: BDaley@charoetttitle.com

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8.671 acres enclosed by the following roads: Gears Road, Greens Parkway & Greensmark Dr.
Addendum to Commercial Contract - Unimproved Property
Property: 8.671 ac Tracts A, B, C, D, E & F Reserve E Greens Crossing Business Park Section One.

1. Interpretation: This Addendum ("Addendum") to that certain Commercial Contract - Unimproved Property for the above-referenced Property between Buyer and Seller (the "Purchase Contract") is entered into by and between the undersigned Buyer and Seller as of the effective date of the Purchase Contract. Should there be any conflict between the terms of this Addendum and the Purchase Contract the terms of this Addendum shall govern. The Purchase Contract and Addendum have been fully negotiated at arms’ length between the parties, after advice by counsel, and the parties are fully informed with respect thereto. No party shall be deemed the scrivener of this agreement and, accordingly, the provisions of this agreement shall be construed as a whole according to their common meaning and not strictly for or against any party.

2. Buyer’s Contingencies: Section 7 of the Purchase Contract is modified as follows: Buyer’s obligation to purchase the Property at the close of escrow shall be subject to the following conditions:

A. Feasibility Period: Within five (5) days of the effective date, 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 May 1st, 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 Contract shall, at the sole election of Buyer, terminate and the deposits previously made into escrow shall be returned by the title company to Buyer, less any independent consideration. In the event Buyer elects to cancel in accordance with this paragraph, the title company is irrevocably instructed to cancel this escrow in its entirety, including the Purchase Contract and any amended or supplemental instructions thereto, and to release all deposits, less independent consideration, to Buyer. Seller and Buyer each acknowledge that the cancelation by Buyer shall be without liability to the title company and shall be effected immediately and without further notice or instruction from Buyer or Seller, and notwithstanding any unilateral conflicting instruction submitted by Seller to the contrary.

B. TDHCA Commitment: By August 1st, 2018, Buyer obtains from the Texas Department of Housing and Community Affairs an allocation of Housing Tax Credits in the amount sufficient to finance the development of a multifamily development on the Property.

3. 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. Access shall be during normal business hours.

AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100, Agoura Hills, CA 91301
818-706-0694 • 818-889-9158 FAX
www.amtexhousing.com
Addendum to Commercial Contract - Unimproved Property
Property: 8.671 ac Tracts A,B,C,D,E,F Reserve E Greens Crossing
Business Park Section One.

4. **Right to Submit:** Buyer reserves the right, at its sole cost and expense and without incurring any
liability to Seller, to submit architectural and other plans to the appropriate government agencies for
approval. Seller agrees to cooperate fully with Buyer in this regard at no cost to Seller.

5. **Close of Escrow:** The close of escrow will occur on or before September 28th, 2018 unless closing
is extended per exercise of extension options (the “Closing Date”).

6. **Extension to Close of Escrow:** Seller grants Buyer four (4) thirty (30) day extensions of the Closing
Date (each extension shall be a “Closing Extension”). If Buyer elects to exercise a Closing Extension,
it shall notify Seller and title company in writing of such election at least three (3) days before the
previously scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and
No/100 Dollars ($10,000) (“Extension Fee”) to escrow within three (3) days of giving notice of the
Closing Extension. Upon exercise of the Closing Extension, the Closing Date will be extended by
thirty (30) days. Each Extension Fee shall be immediately released to Seller by title company and is
non-refundable to Buyer but applicable to the Sales Price. Extension Fees deposited shall accrue
market rate interest in favor of Buyer.

7. **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 Closing Date on the basis of a
three hundred and sixty day year.

8. **Real Estate Commissions:** Except as disclosed in Section 9 of the Purchase Contract, Buyer and
Seller respect and warrant to the other that they have not utilized or engaged any real estate
broker, salesman or finder with respect to the transaction contemplated by the Purchase Contract.
Each party agrees to indemnify and hold the other harmless from and against any liability, loss, cost
or expense (including reasonable attorney fees and court costs, including those incurred in dispute
resolution or appellate matters) resulting from a claim or demand for any commissions in connection
with the transaction contemplated by the Purchase Contract which the indemnified party shall suffer
as a result of a breach of the representations and warranties contained in this paragraph. The
provisions of this paragraph shall survive close of escrow or the earlier termination of the Purchase
Contract.

9. **Assignment:** Buyer may assign its rights under the Purchase Contract at any time prior to close of
escrow to an affiliate of Buyer.

10. **Tenant Estoppel Certificates:** Should Seller not deliver any of the estoppel certificates described in
Section 8B of the Purchase Contract to Buyer within fifteen (15) days of the effective date, Seller
shall be deemed to have represented to Buyer that the Property is not subject to any leases or
tenancies. Such representation shall survive the close of escrow.

11. **Confidentiality:** Buyer and Seller, on behalf of themselves and each of their respective employees,
agents, and representatives, agree not to disclose the terms of this Purchase Contract and
Addendum, or of any negotiations or information received from the other party regarding the
Property, to any unrelated third parties without first obtaining the prior written consent of the other
party hereof.

AMTEX Multi-Housing, LLC.
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Property: 8.671 ac Tracts A, B, C, D, E & F Reserve E Greens Crossing
Business Park Section One.

12. Seller Not to Encumber: From the date that is five (5) business days prior to the expiration of the Feasibility Period through the Closing Date. Seller shall not enter into any leases, contracts, or modifications to the same, or matters of record affecting the Property that cannot be terminated on no more than 30-days notice without the express written consent of Buyer, which consent shall not be unreasonably withheld. As a condition to close of escrow in favor of Buyer, Seller shall convey the Property at close of escrow: (i) free of any liens, assessments, or other security interests against the Property which will not be satisfied out of the Sales Price, and (ii) will no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

13. Public Funds: Seller acknowledges that government funds may be used in the acquisition of the Property, however, the Property will not be acquired through the use of eminent domain.

14. Rollback Taxes: In the event there are rollback taxes due on the land because of this transaction Buyer and Seller agree to split evenly the payment of these taxes.

SELLER:
Date: [Signature]
Name Printed: [Name]
Title: [Title]

BUYER: AMTEX Multi-Housing, LLC or Assignee
Date: [Signature]
Name Printed: [Name]
Title: Chief Executive Officer

AMTEX Multi-Housing, LLC.
30141 Agoura Road, Suite 100, Agoura Hills, CA 91301
818-706-0694 • 818-669-9158 FAX
www.amcalthousing.com
Exhibit A

+/- 8.671 ac Reserve E
Information About Brokerage Services
Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:
- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER’S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party the broker represents):
- Put the interests of the client above all others, including the broker’s own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client’s questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner’s agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner’s agent must perform the broker’s minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer’s agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant’s agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer’s agent must perform the broker’s minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller’s agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker’s obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties’ written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:
- The broker’s duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker’s services. Please acknowledge receipt of this notice below and retain a copy for your records.

Thomas S. Bell 451388 tbell@reliantcommercial.com 713-974-7575
Licensed broker / broker firm name or Primary Assumed Business Name
License No.
Designated Broker of Firm License No.
Email
Phone
Licensed Supervisor of Sales Agent/ Email
Associate
License No.
Email
Phone
Sales Agent/Associate’s Name License No.
Email
Phone
Buyer/Tenant/Seller/Landlord Initials Initial Date
Regulated by the Texas Real Estate Commission Information available at www.trec.texas.gov
IABS 1-0
The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

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

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

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

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

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

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

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

Issued by Fidelity National 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, Fidelity National Title Insurance Company, a Florida corporation, will issue our title insurance policy or policies 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 days from the effective date, unless the Policy is issued sooner. If 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.

Charter Title Company
Greenway Plaza Suite 115
Houston, TX

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:
President

Attest:
Secretary

Authorised Officer or Agent

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: January
Commitment No.: Not Applicable
Issued: January a.m.
GF. No.: 2

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:
   PROPOSED INSURED: AMTEX Multi Housing LLC and/or its Assignee

b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-3)
   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

Record title to the land on the Effective Date appears to be vested in:

TEXAS ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH in Trust for the benefit of THE UNITED METHODIST CHURCH

Legal description of land:

Being acres square feet of land situated in the W.C.R.R. Co. Survey, Section Abstract the W.C.R.R. Co. Survey Abstract and the B.B.& C.R.R. Co. Survey Abstract Harris County, Texas, and being all of Unrestricted Reserve "E" in Greens Crossing Section One a subdivision recorded in Volume Page of the Harris County Map Records said acres square feet of land being more particularly described by metes and bounds as follows: All bearings are referenced to the Texas Coordinate System South Central Zone based on the monumented north line of said Unrestricted Reserve "E"

BEGINNING at a 6-inch iron rod found for the most northerly end of a 5-foot cutback located at the intersection of the south right of way line of West Greens Road formerly Osceola Road extended on 50 feet in width and recorded in Volume Page of the Harris
County Map Records with the east right of way line of Westgreen Parkway varying in width and recorded under File Number G and Film Code of the Harris County Official Public Records of Real property and being the most northerly northwest corner of the herein described tract of land.

THENCE N 45° 30' 10" E 213.49 feet to a 6 inch iron rod found for the intersection of the south right of way line of said West Greens Road with the west line of that certain 18' foot wide Houston Lighting and Power Company fee strip recorded under File Number G and Film Code of the Harris County Official Public Records of Real Property and being the northeast corner of this tract.

THENCE S 45° 30' 10" E 199.41 feet to a 6 inch iron rod found for the intersection of the west line of said 18' foot wide fee strip with the north right of way line of Greensmark Drive based on 24 feet in width and recorded in Volume ______ Page ______ of the Harris County Map Records and being the southeast corner of this tract.

THENCE S 45° 30' 10" W 203.59 feet with the north right of way line of said Greensmark Drive to a 6 inch iron rod set for the beginning of a curve.

THENCE 206.00 feet with the arc of a curve to the left in the north right of way line of said Greensmark Drive whose chord bears S 45° 30' 10" W 202.31 feet and having a central angle of 2° 20' 25" and a radius of 199.41 feet to a 6 inch iron rod found for a point of reverse curve and being the most southerly southwest corner of this tract.

THENCE 206.00 feet with the arc of a curve to the right located at the intersection of the north right of way line of said Greensmark Drive with the east right of way line of said Westgreen Parkway whose chord bears N 45° 30' 10" W 202.31 feet and having a central angle of 2° 20' 25" and a radius of 199.41 feet to a 6 inch iron rod found for a point of compound curve and being the most westerly southwest corner of this tract.

THENCE 206.00 feet with the arc of a curve to the right in the north right of way line of said Westgreen Parkway whose chord bears N 45° 30' 10" W 202.31 feet and having a central angle of 2° 20' 25" and a radius of 199.41 feet to a 6 inch iron rod set for the end of the curve.

THENCE N 45° 30' 10" W 203.59 feet with the east right of way line of said Westgreen Parkway to a 6 inch iron rod found for the most westerly end of said 18' foot cutback and being the most westerly northwest corner of this tract.

THENCE N 45° 30' 10" E 213.49 feet to the PLACE OF BEGINNING and containing ______ acres ______ square feet of land more or less.

SAVE AND EXCEPT that certain ______ acre tract conveyed by The Texas Annual Conference of the United Methodist Church, Inc., a Texas nonprofit corporation, to a Texas Annual Conference of the United Methodist Church to Gears DG Ltd., a Texas limited partnership by deed dated December 1, 1983, filed for record under County Clerk's File No. ______ of the Official Public Records of Harris County, Texas.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purpose and does not override Item 2 of Schedule B hereof.
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

☐ The following restrictive covenants of record itemized below. We must either insert specific recording data or delete this exception.

Covenants, conditions and restrictions recorded in under Volume [ ] Page [ ] of the Map Records of Harris County, Texas and by instruments filed for record under Harris County Clerk’s File No. [ ].

☐ U[ ] R[ ] E[ ] A[ ] M[ ] C[ ] H[ ] A[ ] and [ ] but 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.

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

☐ 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.)

☐ Standby fees, taxes and assessments by any taxing authority for the year 2[ ] 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 17.03, 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 2[ ] and subsequent years.”

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

☐ 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.

☐ 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-2R] only.)
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 through □ of this Schedule B do not apply to the Texas Short Form Residential Loan Policy T-2R □.

The following matters and all terms of the documents creating or offering evidence of the matters we must insert matters or delete this exception □.

a. Water line easement ten feet in width along the north property line as shown on plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.

b. Sanitary Sewer easement ten feet in width along the west property line as shown on plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.

c. Storm sewer easement ten feet in width along the southerly property line as shown on plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.

d. Storm sewer easement fifteen feet in width along a portion of the southerly property line as shown on the recorded plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.

e. Two sanitary sewer easements ten feet wide by twenty-five feet in length located at separate locations along the southerly property line as shown on the recorded plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.

f. An Entex Inc. easement ten feet in width as set forth in instrument filed for record under Harris County Clerk’s File No. G_______ and as shown on the recorded plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.

g. Landscape easement as granted to Greens Crossing Property Owners Association Inc. as set forth and defined in instrument filed for record under Harris County Clerk’s File No. J_____.

h. Drainage easement fifteen feet in width on each side of the center line of all natural drainage courses as shown by the plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas. Owner Title Policy only.

i. Interest in and to coal lignite oil gas and other minerals and all rights incident thereto contained in instrument dated May ______ recorded under County Clerk’s File No. R_______ of the Official Records of Harris County Texas which document contains the following: “Grantor hereby assigns and conveys to the Grantee oil gas and other minerals in all or under the Property and the Grantor grants to the Grantee the right to use the surface of the Property for exploring and producing oil gas and other minerals and the Grantor shall have and hereby reserves the right to drill under and through the surface of land below the depth of one hundred feet from the surface thereof to a well or wells located on the surface of land outside the boundaries of the Property and the right to pool and combine the Property with other land for the purpose of exploring and producing 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 evidenced by this instrument and the Company makes no representation as to the ownership or holder of such interest.

□ Building Set Back thirteen feet in width along the north property line as shown on plat recorded in Volume ___ Page ___ of the Map Records of Harris County Texas.
k. Building Set Back ten (10) feet in width along the west property line as shown on plat recorded in Volume ___ Page ___ of the Map Records of Harris County, Texas.

l. Building Set Back and storm sewer easement ten (10) feet in width along the southerly property line as shown on plat recorded in Volume ___ Page ___ of the Map Records of Harris County, Texas.

m. Building Set Back line of fifteen (15) feet in width located along both sides of the above described Entex Inc. easement as shown on the recorded plat recorded in Volume ___ Page ___ of the Deed Records of Harris County, Texas.

n. One (1) foot buffer reserve along Westgreen Parkway and Greensmark Drive as shown on the recorded plat recorded in Volume ___ Page ___ of the Map Records of Harris County, Texas. the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and re vest in the dedicator, his heirs, assigns, or successors.

o. Terms, conditions and provisions contained in Storm Water Quality Management Plan and Permit as required by the City of Houston Code of Ordinances as disclosed by Notice of Storm Water Quality Requirements dated March ___ filed for record under County Clerk's File No. ___ of the Official Public Records of Harris County, Texas.

p. Annual Maintenance Charge and Special Assessments for Capital Improvements payable to Greens Crossing Property Owners Association Inc., as set forth and secured by a Vendor's Lien retained in instrument so filed for record under Harris County Clerk's File No. ___ of Harris County, Texas, which contains the following language: "Such express equitable and continuing lien reserved and retained in favor of the Association shall be superior and inferior, however, to any mortgage or lien for the purchase of the Property or for construction of improvements on the property to the extent of any such payment or charge accruing and unpaid prior to foreclosure of any such mortgage or lien. Furthermore, the regular and special assessments together with late charges and reasonable attorneys fees shall also be the personal obligation of the owner of the Property or any part thereof at the time when the assessment shall become due. Such personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed."

q. Rights of parties in possession. Owner's Title Policy only.

r. Rights of tenants in possession under unrecorded leases or rental agreements.

s. 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 COMPANY THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.
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 D of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

☐ 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 ☐ 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 mechanics', laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. loan Policy only restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

☐ 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.

☐ The search did not disclose any open mortgages or deeds of trust of record therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

☐ The Company must be furnished with a properly executed Affidavit of Deeds and Liens from the owner.

☐ The Company will require the following in order to insure title vested in ☐ or a conveyance from ☐

Name ☐ TEXAS ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH

☐ Proof of incorporation from the state or other place of incorporation

☐ A copy of the Articles of Incorporation and By law

☐ A copy of the resolution authorizing the purchase sale or encumbrance of real property and designating appropriate officers to execute same

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

☐ We must be furnished copies of all rules, regulations, by laws and articles of incorporation if any of TEXAS ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH and proper resolution authorizing the proper parties to execute the necessary instruments in connection with the present transaction.
NOTE: The Special Warranty Deed filed under Harris County Clerk's File No. R________ makes reference to an Exhibit "B" purportedly attached to the deed entitled "Protective Covenants." However, said deed doesn't have an Exhibit "B" attached.

Furnish for review by the Company before recordation a correction instrument for material correction prepared by outside legal counsel in compliance with Texas Property Code Section 46.021 to the following:

Type of Deed: Special Warranty Deed
Grantor: Exxon Land Development Inc.
Grantee: Methodist Board of Missions of Houston Districts
Recording Date: June 03-2012
Recording No.: County Clerk's File No. R________ of the Real Property Records of HARRIS County, Texas
Reason: fails to attached Exhibit "B" Restrictions

NOTE: The Regional Underwriter must be consulted to approve the material correction prior to recordation.

Dated: May 03-2012
Grantor: VETERANS MEMORIAL UNITED METHODIST CHURCH OF RESTORATION, INC.
Grantee: METHODIST BOARD OF MISSIONS OF HOUSTON DISTRICTS
Recording Date: July 03-2012
Recording No.: County Clerk's File No. X________ of the Real Property Records of HARRIS County, Texas
Reason: Fails to attached Exhibit "A"metes and bounds description

NOTE: The Regional Underwriter must be consulted to verify whether the error in question is nonmaterial or material under the applicable correction instrument statutes and approve the nonmaterial correction instrument before recordation.

Note: The names of the proposed insureds furnished with this application for title insurance is are:

Name(s) furnished: AMTEX MULTI HOUSING LLC

If these names are incorrect, incomplete or misspelled, please notify the Company.

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

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

Subject property appears to be in Greenspoint District, a Municipal Utility District. Company requires that all assessments be paid current to the date of closing.

Section 17.04 of the Texas Water Code requires notice of the municipal utility district from Seller to Buyer by a separate written document in the prescribed statutory form executed and acknowledged by Seller and Buyer and filed for record in the Real Property Records.

If the Company is to delete the appropriate portion of the standard survey exception and provide a Title endorsement, the Company must provide a survey and field notes from a Registered Public Surveyor on a form and in a manner acceptable to the Company showing the following:

- the location of all improvements and showing the exact location of all building lines in relation to the property lines;
- easements and/or rights of way dedicated or not; that a physical inspection of the Land might disclose;
- (c) all encroachments, or on the face of the survey, a statement of “No Encroachments.” Any survey required in the current transaction must be submitted to the Company for review at least 24 hours prior to closing.

The Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

Ordinance No. 2000-001 by the City of Houston, a certified copy of which is recorded under Harris County Clerk’s File No. 8000-001 relating to the giving of a notice regarding Deed Restrictions to Buyers of restricted property.

Ordinance No. 2000-002 by the City of Houston relating to rules, regulations, procedures and design standards for development and platting and providing for the establishment of building setback lines. FOR INFORMATION PURPOSES ONLY.

Ordinance No. 2001-001 by the City of Houston, regarding the planting, preservation and maintenance of trees and decorative landscaping, a certified copy of which is filed under Harris County Clerk’s File No. 9000-001. FOR INFORMATION PURPOSES ONLY.

Option to Repurchase as set forth in instrument filed December 2000 recorded in under County Clerk’s File No. 10000-001 of the Real Property Records of HARRIS County, Texas.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

Pursuant to the requirements of Rule P-2 of the 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, Fidelity National 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: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   Directors: Raymond Randall Quirk, Anthony Jon Park, Michael Louis Gravelle, Michael J. Nolan
   Officers: President, Raymond Randall Quirk; Executive Vice President, Anthony Jon Park; Secretary, Michael Louis Gravelle; Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: FNF Charter Title Company d/b/a Charter Title Company

   a. A listing of each shareholder, owner, partner or other person having, owning or controlling one percent or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   b. A listing of each shareholder, owner, partner or other person having, owning or controlling ten percent or more of an entity that has, owns or controls one percent or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   c. If the Agent is a corporation, the name of each director of the Title Insurance Agent, and 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 Randall Quirk
   Officers: President and County Manager, James A. Johnson; Chairman of the Board and Chief Executive Officer, Raymond Randall Quirk; Executive Vice President, Anthony John Park; Secretary, Michael Louis Gravelle; 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.

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 will be paid to the policy issuing Title Insurance Company 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.
Your Commitment for Title Insurance is a legal contract between you and us. 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 Company determines whether the title is insurable. This 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 exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements including 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.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at [phone number] 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 [phone number].

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 of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision shown below. It allows you or the Company to require arbitration if the amount of insurance is $2,500 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 order 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 which the Amount of Insurance is $2,500 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 $2,500 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 Arbitrators may be entered in any court of competent jurisdiction."

__________________________   ____________________________
SIGNATURE                      DATE
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and disclose 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, addresses, 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>
</tbody>
</table>
| 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. | Access and Correction. Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.
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
- 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 (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
- 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
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

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

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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, including 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.
• 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.

Effective May 2, 2023 Last updated March 2, 2023
Copyright © 2023 Fidelity National Financial, Inc. All Rights Reserved.
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;
- 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 (800) 593-3342 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, 1000 E. Washington St., Suite 1100, Las Vegas, NV 89159. Phone number (702) 486-3228. 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. We do not collect Personal Information from any person that we know to be under the age of thirteen 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.

Effective May 2, 2023 Last updated March 2, 2023  Copyright © 2023 Fidelity National Financial, Inc. All Rights Reserved.
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
- 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 those with which the mortgage loan servicer has contracted to interface with the CCN application, or law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled “Choices with Your Information” and “Access and Correction.” If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

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

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

Fidelity National Financial, Inc.
Riverside Avenue
Jacksonville, Florida 32210
Attn: Chief Privacy Officer

Effective May 2, 2020
Last updated March 2, 2020
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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>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>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Only list if owner has owned &lt;36 mos.</em></td>
<td><em>Only list if owner has owned &lt;36 mos.</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller Address</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.
  - Address | Abbreviated Legal | Acres
  - Address | Abbreviated Legal | Acres
  - Address | Abbreviated Legal | Acres

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<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
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<tr>
<th>Street Address</th>
<th>City</th>
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<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
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</thead>
<tbody>
<tr>
<td><em>Only list if owner has owned &lt;36 mos.</em></td>
<td><em>Only list if owner has owned &lt;36 mos.</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller Address</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.
  - Address | Abbreviated Legal | Acres
  - Address | Abbreviated Legal | Acres
  - Address | Abbreviated Legal | Acres

If a revised form is submitted, date of submission: [ ]
Elected Officials

- Elected officials were identified in the *Pre-Application*, and there have been no changes. (If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site:

<table>
<thead>
<tr>
<th>Official Name</th>
<th>District</th>
<th>Status</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheila Jackson-Lee</td>
<td>18</td>
<td><strong>US Representative</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sylvia R. Garcia</td>
<td>6</td>
<td><em>Not included with Application</em></td>
<td>2520 W.W. Thorne Blvd.</td>
<td>Houston</td>
<td>77073</td>
</tr>
<tr>
<td>Senfronia Paige Thompson</td>
<td>141</td>
<td><em>Included with Application</em></td>
<td>2520 W.W. Thorne Blvd.</td>
<td>Houston</td>
<td>77073</td>
</tr>
<tr>
<td>Sylvester Turner</td>
<td></td>
<td><strong>City Mayor</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ed Emmett</td>
<td></td>
<td><strong>County Judge</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dr. Wanda Bamberg**  **Aldine ISD**  **School Superintendent**  **District Name**  **Email**
2520 W.W. Thorne Blvd.  Houston  77073

**Steve Mead**  **Presiding officer of Board of Trustees**  **Email**
2520 W.W. Thorne Blvd.  Houston  77073

**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>Official Name</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Stardig</td>
<td>A</td>
<td><a href="mailto:districta@houstown.tx.gov">districta@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Jerry Davis</td>
<td>B</td>
<td><a href="mailto:districtb@houstown.tx.gov">districtb@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Ellen Cohen</td>
<td>C</td>
<td><a href="mailto:districtc@houstown.tx.gov">districtc@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Dwight Boykins</td>
<td>D</td>
<td><a href="mailto:districtd@houstown.tx.gov">districtd@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Dave Martin</td>
<td>E</td>
<td><a href="mailto:districte@houstown.tx.gov">districte@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Steve Le</td>
<td>F</td>
<td><a href="mailto:districtf@houstown.tx.gov">districtf@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Greg Travis</td>
<td>G</td>
<td><a href="mailto:districtg@houstown.tx.gov">districtg@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Karla Cisneros</td>
<td>H</td>
<td><a href="mailto:districth@houstown.tx.gov">districth@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Robert Gallegos</td>
<td>I</td>
<td><a href="mailto:districti@houstown.tx.gov">districti@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Mike Laster</td>
<td>J</td>
<td><a href="mailto:districtj@houstown.tx.gov">districtj@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Larry Green</td>
<td>K</td>
<td><a href="mailto:districtk@houstown.tx.gov">districtk@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Mike Knox</td>
<td>At Large-1</td>
<td><a href="mailto:atlarge1@houstown.tx.gov">atlarge1@houstown.tx.gov</a></td>
</tr>
<tr>
<td>David Robinson</td>
<td>At-Large-2</td>
<td><a href="mailto:atlarge2@houstown.tx.gov">atlarge2@houstown.tx.gov</a></td>
</tr>
<tr>
<td>Name</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Michael Kubosh</td>
<td>At Large-3</td>
<td><a href="mailto:atlarge3@houstontx.gov">atlarge3@houstontx.gov</a></td>
</tr>
<tr>
<td>Amanda Edwards</td>
<td>At Large-4</td>
<td><a href="mailto:atlarge4@houstontx.gov">atlarge4@houstontx.gov</a></td>
</tr>
<tr>
<td>Jack Christie</td>
<td>At Large-5</td>
<td><a href="mailto:atlarge5@houstontx.gov">atlarge5@houstontx.gov</a></td>
</tr>
<tr>
<td>Rodney Ellis</td>
<td>1</td>
<td>713-274-1000</td>
</tr>
<tr>
<td>Jack Morman</td>
<td>2</td>
<td>713-755-6220</td>
</tr>
<tr>
<td>Steve Radack</td>
<td>3</td>
<td>713-755-6306</td>
</tr>
<tr>
<td>R. Jack Cagle</td>
<td>4</td>
<td>713-755-6444</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**)

1. | Name of Organization | Contact Name |
   | Address | City |
   | Zip | Phone | Fax or Email |

2. | Name of Organization | Contact Name |
   | Address | City |
   | Zip | Phone | Fax or Email |

3. | Name of Organization | Contact Name |
   | Address | City |
   | Zip | Phone | Fax or Email |

4. | Name of Organization | Contact Name |
   | Address | City |
   | Zip | Phone | Fax or Email |

5. | Name of Organization | Contact Name |
   | Address | City |
   | Zip | Phone | Fax or Email |
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. Notifications made at Pre-Application (Competitive HTC only):
   I (We) certify that the pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

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

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

Part 2. Notifications - Form and Content:
   I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

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

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

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

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

Part 3. No Neighborhood Organizations exist (competitive HTC only):
   I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification

By: [Signature of Applicant/Development Owner]

Date: 2/9/2018

Arjun Nagarkatti, President

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

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

Notary Public Signature

[Notary Public Seal]
Development Narrative

1. The proposed Development is: (Check all that apply)

   New Construction   and/or: 

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

   Previous TDHCA #: n/a
   If Acquisition/Rehab 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:

   General

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

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

   Elderly Preference is based on funding from:

3. Staff Determinations regarding definitions of development activity obtained?

   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.

   Green Oaks Apartments is a proposed 126-unit, new construction, affordable rental housing community with five (5) 3-story residential buildings and one (1) clubhouse; containing a mix of one, two and three bedroom units for families. The development contains set-asides for a variety of income levels, including 30% AMI, 50% AMI and 60% AMI, as well as 36 market rate (non-income restricted) units. The Development Site is located in the 3rd Quarte, Census Tract 48201550500 in the City of Houston, Harris 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 and a public transportation route.

   The subject site consists of a 8.61 acre parcel (Selle: United Methodist Church) in the City of Houston, Harris County. There is no zoning in the City of Houston or Harris County but we will comply with any and all required building restrictions through the permitting and entitlement process either through the City of Houston or Harris County.

   If a revised form is submitted, date of submission: 

5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,500,000</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 cannot 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>CHDO</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>SH/5R</td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

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

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

If yes, source:

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

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

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

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

If a revised form is submitted, date of submission:
Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**
   - 126 # of Units must qualify for 14 Points
   - 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 (9))**
   A. Unit Sizes
      - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
        - Bedroom Size: 0, 1, 2, 3, 4
        - Square footage: 500, 600, 800, 1,000, 1,200

   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)(A) or the Uniform Multifamily Rules.

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

3. **Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)**
   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
   - Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. **Development Accessibility Requirements (ALL Multifamily Applications)**
   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.
     - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
     - Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

   Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
1. **Size and Quality of Units (Competitive HTC Applications only) (§11.9(b))**

   - X Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:
     - Points claimed: 8
     - Bedroom Size
       - 0
       - 1
       - 2
       - 3
       - 4
     - Square Footage
       - 550
       - 650
       - 850
       - 1,050
       - 1,250

   - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Points claimed: 7
   - Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
   - * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) (§13.6(a) 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 and, 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 MFDI units within the Development would be converted to be available to households at 15% AMGI.

   - * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Tenants (Competitive HTC Applications only) (§11.9(c)(1))**

   - Total Number of Units at 50% or less of AMGI
     - 45
   - Number of 30% Units used to score points under §11.9(c)(2)
     - 9
   - Number of 30% Units used under §11.9(c)(3) regarding an increase in Eligible Basis (80% boost)
     - 36
   - Percentage used for calculation of eligible points under §11.9(c)(1)
     - 40.00%

   - Mark only one box below:
     - Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
     - Developments proposed in all other areas.

   - * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.

   - 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) or 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 50% 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)(1) and those services will be recorded in the Development's LURA.
   - Supportive Housing Development proposed by a Qualified Nonprofit
   - All other Developments
   - 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: 10
6. Tenant Populations with Special Housing Needs (Competitive HTC, MFDA, 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)

[ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.  

IDPRA #:  

Points Claimed: 0

OR

B [X] If not scoring under A above, Applicant or Affiliate is committing at least 100 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

[ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

Points Claimed: 2

OR

C [ ] If cannot score under A or B above, Applicant elects to set-aside at least 1.5 percent of the total Units for Persons with Special Needs. MFDA 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 Disabiliite or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.

[ ] Development only has units with an existing or proposed 62 or more age restriction.

[ ] Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

[ ] The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA's most current Flood Insurance Rate Maps.

[ ] The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

[ ] Other disqualifying factor:  

(please explain)

Points Claimed: 0

Application is seeking points for Tenant Populations.  

Points Claimed: 2
<table>
<thead>
<tr>
<th></th>
<th>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Development is requesting Pre-Application Points.</td>
</tr>
<tr>
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<td>X</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Development will maintain a 35 year Affordability Period.</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Application requests points for Historic Preservation.</td>
</tr>
<tr>
<td></td>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

|   | Application is eligible for five (5) points.                                   |
|   | X                                                                                 |

<table>
<thead>
<tr>
<th></th>
<th>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
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 Cranston-Gonzalez National Affordable Housing Act (Pub. L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs ("TDHCA") Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract ("RAC") and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

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

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

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

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

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

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

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vemon 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 C.F.R §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 1324(a)(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 §35.920(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

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

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

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

Environmental

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

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

Displacement of Existing Tenants

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and regulations at 49 CFR Part 24. Hence, (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 IHCLA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

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

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

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

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

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

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

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

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

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

Management Practices Certification

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

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

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

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

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUDB-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.405. 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]
Signature of Authorized Representative

[Printed Name]
Argun Nagaarkhani

[Title]
President - AMTEX Multi-Housing LLC

[Date]
2/15/18

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 [Los Angeles]

On 09-15-2018 before me, Sheri D. Wilhelm, Notary Public
(insert name and title of the officer)

personally appeared Arijun NagarKattu, 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)
EXISTING DEVELOPMENT INFORMATION

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(5) 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 §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the proposed public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

**PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:**

- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities

**Part A.**

The existing Property is expected to have or continue the following benefit: [space for description]

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: [space for description]

The annual amount of funds is: [space for description]

The number of units receiving assistance: [space for description]

The term of the contract or agreement is [date]: [space for description]

The expiration of the contract or agreement is [date]: [space for description]

**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 buildings: [space for description]

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?

- [ ] Yes
- [ ] No

Was the building occupied at any time during the last ten years?

- [ ] Yes
- [ ] No

Was the building occupied or suitable for occupancy at the time of purchase?

- [ ] Yes
- [ ] No

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

- [ ] Yes
- [ ] No

If "Yes", provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If "No", does the property qualify for a waiver under §42(d)(6)?

- [ ] Yes
- [ ] No

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 §2306.008, 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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</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>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Lead Based Paint (Direct Loan Applications Only)

Development constructed before January 1, 1978

Check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

- Housing "exclusively" for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

- An inspection performed according to HUD standards found the property contained no lead-based paint.

- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

- The rehabilitation will not disturb any painted surface.

- The property has no bedrooms.
The property is currently vacant and will remain vacant until demolition.
Occupied Developments

Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence of 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 Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

Relocation Certification for Section 811 PRA and Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Section 811 PRA program under (49 CFR Part 24); and for Direct Loans under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

Signature of Applicant

Printed Name

Date
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:

☐ n/a 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 held
- indicates placement of detention/retention pond(s) or states there are no detention ponds
- indicates the location and number of parking spaces, garages and carports
- indicates the location and number of accessible parking spaces (review application webinar)
- includes information regarding local parking requirements
- indicates compliant accessible routes
- includes a unit and building type table matrix that indicates the distribution of accessible Units
- describes if applicable how flood mitigation or other required mitigation will be accomplished.

Residential Building floor plans should include the following, building by building:

- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
- location of accessible units

Common Building floor plans should include the following, building by building:

- tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
- tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
- tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
- tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)

For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

Unit floor plans for each type of Unit

- 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
- All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

Elevations for each side of each building type and must include:

- a percentage estimate of the exterior composition of each elevation
- roof pitch

Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
GEARS ROAD

125 Apartments in HOUSTON, TEXAS

CODE OF ORDINANCES
- 2012 INTERNATIONAL BUILDING CODE
  WITH LOCAL AMENDMENTS
- 2012 INTERNATIONAL MECHANICAL CODE
  WITH LOCAL AMENDMENTS
- 2012 INTERNATIONAL ELECTRICAL CODE
  WITH LOCAL AMENDMENTS
- 2012 INTERNATIONAL PLUMBING CODE
  WITH LOCAL AMENDMENTS
- 2017 NATIONAL ELECTRICAL CODE
  WITH LOCAL AMENDMENTS
- 2012 INTERNATIONAL FIRE CODE
  WITH LOCAL AMENDMENTS
- 2013 INTERNATIONAL ENERGY CONSERVATION
  CODE WITH LOCAL AMENDMENTS
- FAMUR HARRIS COHABITABILITY GUIDELINES
- 300 AREA A-17.1
- 2010 ADA STANDARDS

LOCATION
HOUSTON, TEXAS

LATEST ISSUE DATE

PROJECT CONTACT INFORMATION:
OWNER/DEVELOPER:
AUSTIN COUSINS
3141 ACQUINARD, #300
AUBURN, AL, 36830
V: 334-48-9547
CONT. MATT KELLY

ARCHITECT:
BGO ARCHITECTS
4302 BELTWAY DRIVE
AUBURN, TEXAS 73591
CONT. NEIL CATE

CIVIL:
BROOK AND SPRINGS
2120 PINE RING PL
LAFAYETTE, LA 70506
V: 293-6-7836
CONT. SCOTT REED
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. per Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

### Specifications and Amenities (check all that apply)
- [ ] Single Family Construction
- [ ] Mid-Rise
- [ ] Recreational (per §42((l)(3)(b))
- [ ] Duplex
- [ ] Strictly Site
- [ ] Fourplex
- [x] > 4 Units per Building
- [ ] Townhouse

### Development will have:
- [x] Fire Sprinklers
- [ ] Elevators
- [ ] # of Elevators
- [ ] Wt. Capacity

### Number of Parking Spaces (consistent with Architectural Drawings):
- [ ] Free
- [ ] Paid
- [ ] Excluded from Roof Space
- [ ] Attached Garage Spaces
- [ ] Uncovered Spaces
- [ ] Structured Parking Garage Spaces

### Floor Composition/Wall Height:
- 100% Carpet/Vinyl/Resilient Flooring
- 5% Ceiling Height
- 0% Ceramic Tile
- n/a Upper Floor(s) Ceiling Height (Townhome Only)
- 0% Other

<table>
<thead>
<tr>
<th>Building Label</th>
<th>B</th>
<th>C</th>
<th>B(RADA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Unit Type</td>
<td>Number of Units Per Building</td>
<td>Total # of Units</td>
<td></td>
</tr>
<tr>
<td>L1(a)</td>
<td>1</td>
<td>1</td>
<td>715</td>
</tr>
<tr>
<td>L1(b)</td>
<td>1</td>
<td>1</td>
<td>175</td>
</tr>
<tr>
<td>A(RADA)</td>
<td>1</td>
<td>1</td>
<td>715</td>
</tr>
<tr>
<td>B1(a)</td>
<td>2</td>
<td>2</td>
<td>887</td>
</tr>
<tr>
<td>B1(b)</td>
<td>2</td>
<td>2</td>
<td>887</td>
</tr>
<tr>
<td>B(RADA)</td>
<td>2</td>
<td>2</td>
<td>887</td>
</tr>
<tr>
<td>C1(a)</td>
<td>3</td>
<td>2</td>
<td>1,070</td>
</tr>
<tr>
<td>C1(b)</td>
<td>3</td>
<td>2</td>
<td>1,096</td>
</tr>
<tr>
<td>C(RADA)</td>
<td>9</td>
<td>2</td>
<td>1,070</td>
</tr>
<tr>
<td>Totals</td>
<td>24</td>
<td>54</td>
<td>48</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect’s plans:
  - Ensure that this number matches your architectural drawings.

- The additional square footage allowed for Supportive Housing per 11.9(c)(2) is:
  - The lesser of these two numbers added to NRA:
    - Use this number to figure points under 11.9(c)(2)

Net Rentable Square Footage from Rent Schedule:

- 114,690

If a revised form is submitted, date of submission:

- }
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
1. Distributed throughout the Unit types AND the Development, and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (715 SF)</td>
<td>126</td>
<td>5%</td>
<td>6.3</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>2/2 (887 SF)</td>
<td>66</td>
<td>5%</td>
<td>3.3</td>
<td>3.3</td>
<td>4</td>
</tr>
<tr>
<td>3/2 (1,070 sf)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>126</td>
<td>5%</td>
<td>6.3</td>
<td>6.3</td>
<td>8</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed”

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>2/3 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</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>
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</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]

**Firm Name (If applicable):**

[Name]

**Date:**

02.19.2018
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>126</td>
<td>2%</td>
<td>2.52</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (715 sf)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (887 sf)</td>
<td>66</td>
<td>2%</td>
<td>1.32</td>
<td>1.32</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,070 sf)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>126</td>
<td>2%</td>
<td>2.52</td>
<td>3.32</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>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>20</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>60</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

Printed Name: [Name]

Firm Name (if applicable): [Firm Name]

Date: [Date]

07/19/2018

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>214</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>214</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>214</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 Spaces:</th>
<th>11</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>11</td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>11</td>
<td>11</td>
<td>2</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1911, 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: 06.19.2018

Printed Name: JASON DAILY

Firm Name (If applicable): BGD ARCHITECTS
# Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

## Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>Mt Direct Loan Units (HOME Rent)</th>
<th>National HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>715</td>
<td>1,430</td>
<td>402</td>
<td>62</td>
<td>340</td>
<td>680</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1</td>
<td>715</td>
<td>5,720</td>
<td>670</td>
<td>62</td>
<td>608</td>
<td>4,864</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>715</td>
<td>5,005</td>
<td>804</td>
<td>62</td>
<td>742</td>
<td>5,194</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>1</td>
<td>1</td>
<td>715</td>
<td>5,005</td>
<td>0</td>
<td>0</td>
<td>804</td>
<td>5,628</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2</td>
<td>887</td>
<td>4,435</td>
<td>483</td>
<td>83</td>
<td>401</td>
<td>7,003</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>2</td>
<td>2</td>
<td>887</td>
<td>16,853</td>
<td>805</td>
<td>82</td>
<td>722</td>
<td>13,737</td>
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<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>23</td>
<td>2</td>
<td>2</td>
<td>887</td>
<td>20,401</td>
<td>966</td>
<td>82</td>
<td>884</td>
<td>20,335</td>
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<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>2</td>
<td>2</td>
<td>887</td>
<td>16,853</td>
<td>0</td>
<td>0</td>
<td>966</td>
<td>18,354</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
<td>2</td>
<td>2</td>
<td>1083</td>
<td>2,106</td>
<td>558</td>
<td>102</td>
<td>456</td>
<td>912</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>3</td>
<td>2</td>
<td>1083</td>
<td>9,147</td>
<td>930</td>
<td>102</td>
<td>825</td>
<td>4,922</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15</td>
<td>3</td>
<td>2</td>
<td>1083</td>
<td>16,245</td>
<td>1,116</td>
<td>102</td>
<td>1,014</td>
<td>15,210</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>3</td>
<td>2</td>
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<td>10,830</td>
<td>0</td>
<td>0</td>
<td>1,116</td>
<td>11,160</td>
</tr>
</tbody>
</table>

**TOTAL**

| 126 | 114,690 | 105,528 |

- **Non Rental Income**: $15.00 per unit/month for: Vending machines, late fees, telecom fees, interest = $1,890
- **TOTAL NONRENTAL INCOME**: $15.00 per unit/month = $1,890

**POTENTIAL GROSS MONTHLY INCOME** = $107,418

- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% (8,056)
- **Rental Concessions (enter as a negative number)**: Enter as a negative value = 99,362

**EFFECTIVE GROSS MONTHLY INCOME** = 1,103,340

If a revised form is submitted, date of submission: 

24/02/8.075
## Rent Schedule (Continued)

### Housing Tax Credits

<table>
<thead>
<tr>
<th></th>
<th>% of LI</th>
<th>% of Total</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>7%</td>
<td>9</td>
</tr>
<tr>
<td>TC40%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
<td>29%</td>
<td>36</td>
</tr>
<tr>
<td>TC60%</td>
<td>50%</td>
<td>36%</td>
<td>45</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
<td>90</td>
</tr>
</tbody>
</table>

### Mortgage Revenue Bond

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB10%</td>
<td>0</td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### National Housing Trust Fund

<table>
<thead>
<tr>
<th></th>
<th>% of LI</th>
<th>% of Total</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF40%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF50%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF60%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF70%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Direct Loan

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>LNC</td>
<td>0</td>
</tr>
<tr>
<td>L/H/50%</td>
<td>0</td>
</tr>
<tr>
<td>L/H/60%</td>
<td>0</td>
</tr>
<tr>
<td>L/H/80%</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Other

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
</tr>
</tbody>
</table>

### Bedroorns

<table>
<thead>
<tr>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24</td>
<td>66</td>
<td>36</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### Acquisition + Hard

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Acq + Hard</td>
<td>$112.88</td>
</tr>
</tbody>
</table>

### Hard

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>$117.88</td>
</tr>
</tbody>
</table>

### Building

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
<td>$71.21</td>
</tr>
</tbody>
</table>

**DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.**
Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 14</td>
<td>$ 15</td>
<td>$ 17</td>
<td></td>
<td></td>
<td>HUD Utility Schedule Model 2/27/18</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 5</td>
<td>$ 7</td>
<td>$ 10</td>
<td></td>
<td></td>
<td>HUD Utility Schedule Model 2/27/18</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 18</td>
<td>$ 25</td>
<td>$ 32</td>
<td></td>
<td></td>
<td>HUD Utility Schedule Model 2/27/18</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 15</td>
<td>$ 20</td>
<td>$ 26</td>
<td></td>
<td></td>
<td>HUD Utility Schedule Model 2/27/18</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 11</td>
<td>$ 14</td>
<td>$ 17</td>
<td></td>
<td></td>
<td>HUD Utility Schedule Model 2/27/18</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ -</td>
<td>$ 62</td>
<td>$ 82</td>
<td>$ 102</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: ___________________________
February 27, 2018

Lisa M Davis
Green Oaks Apartments
Houston, TX
ldavis@amcalhousing.com

RE: 2018 HTC Application – proposed site located in Houston, Texas

Dear Ms. Davis,

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2018 Housing Tax Credit (“HTC”), located in Houston, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Larger Apartment 5+.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 27, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-3067, or email nicole.martinez@tdhca.state.tx.us

Sincerely

Nicole Martinez
Compliance Monitor
### Allowing for Tenant Furnished Utilities and Other Services

**Locality:** Green Oaks Apartments

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Green Discount</th>
<th>Unit Type</th>
<th>BR</th>
<th>2 BR</th>
<th>4 BR</th>
<th>6 BR</th>
<th>8 BR</th>
<th>10 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Space Heating</strong></td>
<td>None</td>
<td>Larger Apartment Bldgs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Bottled Gas</td>
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<tr>
<td>Electric Resistance</td>
<td>2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Electric Heat Pump</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fuel Oil</td>
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<tr>
<td><strong>Cooking</strong></td>
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<tr>
<td>Natural Gas</td>
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<tr>
<td>Bottled Gas</td>
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<tr>
<td>Electric</td>
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<td>2</td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>Other Electric</strong></td>
<td></td>
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<tr>
<td><strong>Air Conditioning</strong></td>
<td>2</td>
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<td>2</td>
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<td><strong>Water Heating</strong></td>
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<tr>
<td>Bottled Gas</td>
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<tr>
<td>Electric</td>
<td></td>
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<tr>
<td>Fuel Oil</td>
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<td></td>
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</tr>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Rounded Up</strong></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

*Previous editions are obsolete*

*Spreadsheet based on form HUD-2*
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$12,060</td>
</tr>
<tr>
<td>Advertising</td>
<td>$7,800</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,200</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$4,200</td>
</tr>
<tr>
<td>Leasphone</td>
<td>$9,183</td>
</tr>
<tr>
<td>Other [Computer Equipment]</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other [Bank fees, credit services, dues, licenses]</td>
<td>$10,540</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$47,340</td>
</tr>
</tbody>
</table>

## Management Fee:

Percent of Effective Gross Income: 3.51% — $41,843

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$67,040</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$56,160</td>
</tr>
<tr>
<td>Insur., taxes, WC, Service fees</td>
<td>$35,740</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$158,940</td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$0</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$4,800</td>
</tr>
<tr>
<td>Grounds</td>
<td>$30,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$7,500</td>
</tr>
<tr>
<td>Repairs</td>
<td>$7,980</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,400</td>
</tr>
<tr>
<td>Contract services</td>
<td>$1,200</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$53,380</td>
</tr>
</tbody>
</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric [TDHCA Region 6 Averages]</td>
<td>$27,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash [TDHCA Region 6 Averages]</td>
<td>$15,000</td>
</tr>
<tr>
<td>Water/Sewer [TDHCA Region 6 Averages]</td>
<td>$62,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$104,000</td>
</tr>
</tbody>
</table>

## Annual Property Insurance:

Rate per net rentable square foot: $0.58 — $67,044

## Property Taxes:

Published Capitalization Rate: 10.00% — Source: Property Tax Advocates

Annual Property Taxes: $142,100

Payments in Lieu of Taxes: $       

Total Property Taxes: $142,100

## Reserve for Repairs:

Reserve per unit: $2.29 — $31,500

## Other Expenses:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$4,500</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$3,600</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$720</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$8,820</td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

Expense per unit: $5262 — $655,467

Expense to Income Ratio: 54.97%

## NET OPERATING INCOME (before debt service)

$536,873

## Annual Debt Service

<table>
<thead>
<tr>
<th>Institution</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Bank of Texas</td>
<td>$163,999</td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL DEBT SERVICE

Debt Coverage Ratio: 1.16 — $463,999

## NET CASH FLOW

$72,874

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses in annual growth rate of 2% for income and 1% for expenses. Written explanation of any deviations from these growth rates for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,266,386</td>
<td>$1,291,663</td>
<td>$1,317,946</td>
<td>$1,343,844</td>
<td>$1,370,731</td>
<td>$1,371,389</td>
<td>$1,670,903</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,680</td>
<td>$23,134</td>
<td>$23,596</td>
<td>$24,061</td>
<td>$24,530</td>
<td>$27,015</td>
<td>$29,826</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,289,036</td>
<td>$1,314,796</td>
<td>$1,341,092</td>
<td>$1,367,915</td>
<td>$1,395,272</td>
<td>$1,540,493</td>
<td>$1,700,829</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collector Loss</td>
<td>($96,636)</td>
<td>($98,610)</td>
<td>($100,582)</td>
<td>($102,594)</td>
<td>($104,645)</td>
<td>($115,553)</td>
<td>($177,562)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,192,340</td>
<td>$1,216,187</td>
<td>$1,240,510</td>
<td>$1,265,327</td>
<td>$1,290,627</td>
<td>$1,424,956</td>
<td>$1,573,267</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$47,340</td>
<td>$48,760</td>
<td>$50,213</td>
<td>$51,731</td>
<td>$53,282</td>
<td>$61,768</td>
<td>$71,606</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$4,184</td>
<td>$4,680</td>
<td>$4,353</td>
<td>$4,404</td>
<td>$4,502</td>
<td>$5,006</td>
<td>$5,211</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$138,940</td>
<td>$163,708</td>
<td>$168,619</td>
<td>$173,671</td>
<td>$178,808</td>
<td>$207,381</td>
<td>$240,411</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$53,880</td>
<td>$55,496</td>
<td>$57,161</td>
<td>$58,871</td>
<td>$60,642</td>
<td>$70,301</td>
<td>$81,498</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$27,002</td>
<td>$27,810</td>
<td>$28,644</td>
<td>$29,509</td>
<td>$30,389</td>
<td>$35,229</td>
<td>$40,840</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$77,002</td>
<td>$79,310</td>
<td>$81,689</td>
<td>$84,144</td>
<td>$86,664</td>
<td>$106,468</td>
<td>$116,469</td>
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<tr>
<td>Annual Property Insurance Premia</td>
<td>$67,044</td>
<td>$69,055</td>
<td>$71,127</td>
<td>$73,261</td>
<td>$75,469</td>
<td>$87,477</td>
<td>$101,410</td>
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<tr>
<td>Property Tax</td>
<td>$142,102</td>
<td>$146,363</td>
<td>$150,734</td>
<td>$155,277</td>
<td>$159,935</td>
<td>$183,408</td>
<td>$214,939</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$31,502</td>
<td>$32,445</td>
<td>$33,418</td>
<td>$34,421</td>
<td>$35,464</td>
<td>$41,100</td>
<td>$47,647</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$8,860</td>
<td>$9,085</td>
<td>$9,357</td>
<td>$9,633</td>
<td>$9,907</td>
<td>$11,508</td>
<td>$13,341</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$655,467</td>
<td>$674,713</td>
<td>$694,527</td>
<td>$714,921</td>
<td>$735,921</td>
<td>$850,646</td>
<td>$983,172</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$505,857</td>
<td>$483,497</td>
<td>$469,099</td>
<td>$463,999</td>
<td>$461,999</td>
<td>$461,999</td>
<td>$463,999</td>
</tr>
</tbody>
</table>

| DEBT SERVICE                  |                |                |                |                |                |                |                |
| First Deed of Trust Annual Loan Payment | $463,999 | $463,999 | $463,999 | $463,999 | $461,999 | $461,999 | $463,999 |
| Second Deed of Trust Annual Loan Payment |                |                |                |                |                |                |                |
| Third Deed of Trust Annual Loan Payment |                |                |                |                |                |                |                |
| Other Annual Required Payment |                |                |                |                |                |                |                |
| Other Annual Required Payment |                |                |                |                |                |                |                |
| ANNUAL NET CASH FLOW          | $72,814        | $77,477        | $81,984        | $86,393        | $90,697        | $111,311       | $125,896       |
| CUMULATIVE NE CASH FLOW       | $72,814        | $150,349       | $222,333       | $313,721       | $409,423       | $511,942       | $615,445       |
| Debt Coverage Ratio           | 1.16           | 1.17           | 1.18           | 1.20           | 1.24           | 1.27           |                |
| Deferred Developer Fee Payment | $64,519       | $69,135        | $73,577        | $77,911        | $82,152        | $87,911        | $93,782        |
| Deferred Developer Fee Balance | $692,982       | $63,847        | $550,170       | $472,353       | $390,199       | $0             | $0             |

By signing below (we) are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, debt servicing 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 required if using this pro forma for notes under $11.9(1)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**: 

**Date**: 2/28/2018

**Signature, Authorized Representative, Syndicator**

**Printed Name**: 

**Date**: 

If a revised form is submitted, date of submission: 

**Phone**: (713) 388-5754

**Email**: rose@cbotx.com

---

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**: 

**Date**: 

---

**Signature, Authorized Representative, Syndicator**

**Printed Name**: 

**Date**: 

If a revised form is submitted, date of submission: 

**Phone**: (713) 388-5754

**Email**: rose@cbotx.com

---
### Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has off-site 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 Cost Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The off-site activity reflected here should correspond to the off-site 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 off-site activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering/Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
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</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
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<td></td>
<td>$ 75,000.00</td>
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</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (landscaping)</td>
<td></td>
<td></td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total                     |                     |                         |                         |                   |                                 | $ 150,000           |

Signature of Registered Engineer responsible for Budget Justification: [Signature]

Printed Name: [Printed Name]

Date: [Date]

If a revised form is submitted, date of submission: [Date]
## Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Column B and C: In determining actual construction cost, two different methods may be used:

- The construction costs may be broken into labor (column B) and materials (column C) for the activity; OR
- The use of unit price (column B) and the number of units (column C) data for the activity.

Column D: To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, payments, rights-of-way, etc., must have the property costs on this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Column D, I, and F to get the total costs.

**"This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form."**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Btls</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering/A. Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention</td>
<td>$139,500.00</td>
<td>$139,500.00</td>
<td>$139,500.00</td>
<td></td>
<td>$139,500.00</td>
<td>$139,500.00</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$241,160.00</td>
<td>$241,160.00</td>
<td>$241,160.00</td>
<td></td>
<td>$241,160.00</td>
<td>$241,160.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$831,640.00</td>
<td>$831,640.00</td>
<td>$831,640.00</td>
<td></td>
<td>$831,640.00</td>
<td>$831,640.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$541,480.00</td>
<td>$541,480.00</td>
<td>$541,480.00</td>
<td></td>
<td>$541,480.00</td>
<td>$541,480.00</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (fencing)</td>
<td>$120,585.00</td>
<td>$120,585.00</td>
<td>$120,585.00</td>
<td></td>
<td>$120,585.00</td>
<td>$120,585.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,874,365</td>
</tr>
</tbody>
</table>

**Signature of Registered Engineer**

[Signature]

**Printed Name**

[Printed Name]

**Date**

[Date]

[Seal]

[State of Texas]

[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>Cost</th>
<th>Eligible Basis (if Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,899,875</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,924,875</td>
<td>$0</td>
</tr>
</tbody>
</table>

| **OFF-SITES**² |      |                               |
| Off-site concrete |      |                               |
| Storm drains & devices |      |                               |
| Water & fire hydrants |      |                               |
| Off-site utilities | 25,000 |                               |
| Sewer lateral(s) |      |                               |
| Off-site paving | 75,000 |                               |
| Off-site electrical |      |                               |
| **Other: Landscaping** | 50,000 |                               |
| **Other (specify) - see footnote 1** |      |                               |
| **Subtotal Off-Sites Cost** | $150,000 | $0 | $0 |

| **SITE WORK**³ |      |                               |
| Demolition |      |                               |
| Asbestos Abatement (Demolition Only) |      |                               |
| Detention |      |                               |
| Rough grading | 139,500 | 139,500 |
| Fine grading | 241,160 | 241,160 |
| On-site concrete |      |                               |
| On-site electrical |      |                               |
| On-site paving | 831,640 | 831,640 |
| On-site utilities | 241,400 | 241,400 |
| Decorative masonry |      |                               |
| Bumper stops, striping & signs |      |                               |
| **Other: Fencing** | 120,585 | 120,585 |
| **Subtotal Site Work Cost** | $1,874,365 | $0 | $1,874,365 |

| **SITE AMENITIES** |      |                               |
| Landscaping | 297,000 | 297,000 |
| Pool and decking | 180,000 | 180,000 |
| Athletic court(s), playground(s) | 85,000 | 85,000 |
| Fencing | 159,900 | 159,900 |
| **Other (specify) - see footnote 1** |      |                               |
| **Subtotal Site Amenities Cost** | $721,900 | $0 | $721,900 |
## Building Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>785,616</td>
<td>785,616</td>
</tr>
<tr>
<td>Masonry</td>
<td>479,000</td>
<td>479,000</td>
</tr>
<tr>
<td>Metals</td>
<td>101,808</td>
<td>101,808</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,544,440</td>
<td>1,544,440</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>120,425</td>
<td>120,425</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>168,363</td>
<td>168,363</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>534,566</td>
<td>534,566</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,047,855</td>
<td>1,047,855</td>
</tr>
<tr>
<td>Specialties</td>
<td>177,000</td>
<td>177,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>197,820</td>
<td>197,820</td>
</tr>
<tr>
<td>Furnishings</td>
<td>138,600</td>
<td>138,600</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,331,590</td>
<td>1,331,590</td>
</tr>
<tr>
<td>Electrical</td>
<td>848,692</td>
<td>848,692</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building: 690,000
- Parking and/or Garages: 0
- Lead-Based Paint Abatement: 0
- Asbestos Abatement (Rehabilitation Only): 0
- Structured Parking: 0
- Commercial Space Costs: 0
- Other (specify) - see footnote 1: 0

**Subtotal Building Costs Before 11.9(e)(2):**

<table>
<thead>
<tr>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,166,575</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

**TOTAL BUILDING COSTS & SITE WORK (including site amenities):**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,762,840</td>
<td>0</td>
</tr>
<tr>
<td>$10,762,840</td>
<td>0</td>
</tr>
</tbody>
</table>

**Contingency:** 6.78%

**TOTAL HARD COSTS:**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,652,875</td>
<td>0</td>
</tr>
<tr>
<td>$11,458,809</td>
<td>0</td>
</tr>
</tbody>
</table>

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>% THC</th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;5%)</td>
<td>5.55%</td>
<td>646,454</td>
<td>637,454</td>
</tr>
<tr>
<td>Field supervision (within FR limit)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.85%</td>
<td>215,485</td>
<td>212,485</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.55%</td>
<td>646,453</td>
<td>637,453</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES:**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,508,392</td>
<td>0</td>
</tr>
<tr>
<td>$1,487,392</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2):**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13,161,267</td>
<td>0</td>
</tr>
<tr>
<td>$12,946,201</td>
<td>0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2)):**

Enter amount to be used to achieve desired score.

---

*To score points under 11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>350,000</td>
<td>350,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>425,255</td>
<td>425,255</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>299,986</td>
<td>299,986</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>98,927</td>
<td>98,927</td>
</tr>
<tr>
<td>Appraisal</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>0,000</td>
<td>0,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>2,800</td>
<td>2,800</td>
</tr>
<tr>
<td>Soils report</td>
<td>13,945</td>
<td>13,945</td>
</tr>
<tr>
<td>Survey</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>90,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>142,120</td>
<td>92,120</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>249,428</td>
<td>249,428</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**

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,721,961</td>
<td>$0</td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>1,070,344</td>
<td>792,847</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>81,737</td>
<td>81,737</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>240,000</td>
<td>225,000</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)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>34,514</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

- Tax credit fees: $68,130
- Tax and/or bond counsel
- Payment bonds
- Performance bonds
- Credit enhancement fees
- Mortgage insurance premiums
- Cost of underwriting & issuance
- Syndication organizational cost: $71,020
- Tax opinion

**PLEASE SPECIFY - see footnote 1**

**Other (specify) - see footnote 1**

| Subtotal Financing Cost | $1,741,553 | $0 | $1,249,584 |

### DEVELOPER FEES

- Housing consultant fees: $2,392,311
- General & administrative: $2,366,661
- Profit or fee: $1,116,911

| Subtotal Developer Fees | $2,392,311 | $0 | $2,366,661 |

| **Subtotal Developer Fees:** 14.98% | $0 | $15.00% |

### RESERVES

- Rent-up: $109,245
- Operating: $559,733
- Replacement
- Escrows

| Subtotal Reserves | $668,978 | $0 | $0 |

### TOTAL HOUSING DEVELOPMENT COSTS

| | $21,610,945 | $0 | $18,144,407 |

---

The following calculations are for HIC 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 | $18,144,407 |

| **High Cost Area Adjustment (100% or 150%)** | 130% |

| Total Adjusted Basis | $0 | $23,587,729 |

| Applicable Fraction | 71.43% |

| Total Qualified Basis | $16,848,377 | $0 | $16,848,377 |

| Applicable Percentage | 9.00% |

| Credits Supported by Eligible Basis (May be greater than actual request) | $1,516,354 | $0 | $1,516,354 |

---

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.*

---

**Requested Score for 11.9(e)(2)**

| 12 |

**Name of contact for Cost Estimate:** David Yarden

**Phone Number for Contact:** 818-706-0694 ext. 186

If a revised form is submitted, date of submission:
# 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>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
<td>Length</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
<td>Amortization</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>$C 0.00%</td>
<td>$ - 0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Only (Repayable)</td>
<td>$C 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$C 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$C 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$16,347,363 4.25%</td>
<td>$6,302,864 5.85%</td>
<td>35</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$16,347,363 4.25%</td>
<td>$6,302,864 5.85%</td>
<td>35</td>
</tr>
</tbody>
</table>

| Third Party Equity     |                     |                     |                  |              |            |                 |
| Hudson Housing Capital LLC | HTC | $1,500,000 | $2,790,000 n/a | r/a | $13,500,000 | n/a | n/a | 0.93 | n/a |

| Grant                   |                     |                     |                  |              |            |                 |
| City of Houston         | Local Government Grant | $500 n/a | r/a | $500 n/a | n/a | n/a | n/a | n/a |

| Deferred Developer Fee  |                     |                     |                  |              |            |                 |
| AMTEX Development, LLC  | Deferred Developer Fee | $1,913,349 0.00% | r/a | $757,581 n/a | n/a | n/a | n/a | n/a |
| AMTEX Multi-Housing LLC  | Deferred Operating Reserve | $559,733 0.00% | r/a | $ - 0.00% | n/a | n/a | n/a | n/a |

| Other                   |                     |                     |                  |              |            |                 |
| Direct Loan Match       |                     |                     |                  |              |            |                 |

| Total Sources of Funds  | $21,610,945          | $21,610,945          |
| Total Uses of Funds     | $21,610,945          | $21,610,945          |
**INSTRUCTIONS:** Describe the sources of funds that will finance development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project-based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA insured loan, this includes the anticipated date that the 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: [Signature]

Printed Name: [Name]

Date: [Date]

Telephone: [713] 308-5754

Email address: [Email]

If a revised form is submitted, date of submission: 

---

STEPHEN W. B. E. T

DATE: 2/28/2018
GREEN OAKS APARTMENTS - FINANCING NARRATIVE

I. CONSTRUCTION FINANCING

1. Construction and Permanent Loan – Community Bank of Texas - $16,347,363
Community Bank of Texas will provide the primary source of construction financing for the development. They will provide a construction and permanent loan with a term of 36 months plus a 6 month extension. The interest rate on the construction loan is based on PRIME plus .25% and is currently underwritten at 4.25% and is interest only during construction.

2. Deferred Developer Fee – AMTEX Development LLC - $1,913,849
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 - $2,790,000
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 - $559,733
The Operating Reserve Account will be funded at conversion to permanent financing.

TOTAL CONSTRUCTION FINANCING...........................................$21,610,945

II. PERMANENT FINANCING

1. Permanent Mortgage – Community Bank of Texas - $6,902,864
Community Bank of Texas will provide a permanent loan with a term of 15 years and will be locked at a fixed rate of 5.85% and currently underwritten at 5.85%. 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 Houston Grant - $500
The City of Houston has committed to $500 in form of a grant to AMTEX Multi-Housing, LLC for the proposed project.

3. Syndication Proceeds – Hudson Housing Capital - $13,950,000
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 8509s. The total equity contribution in the above-indicated amount is based on a price of $0.93 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.

4. Deferred Developer Fee – AMTEX Development LLC - $757,581
AMTEX Development LLC will defer the above-indicated portion of its developer fee during the permanent phase and will be paid off within ten years. No interest will accrue.

TOTAL PERMANENT FINANCING............................................$21,610,945
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 Ow.
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost as a short term loan for Development; OR

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), 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 repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the “as is” appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an “as completed” appraisal provided the loan to value is not greater than 80%.

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verify the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the requirement 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>
1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))**

Name of the Local Political Subdivision providing the funding:
City of Houston, 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: 7.34%
- HTC funding request as a percent of Total Housing Development Cost: 6.94%

**Eligibility for points:**
- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding: 0
- Housing Tax Credit Request: 3
- Housing Tax Credit Request: 2
- Housing Tax Credit Request: 1

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
**Supporting Documents Should be Included Behind this Tab**

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>X</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td>n/a</td>
<td>Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19</td>
</tr>
<tr>
<td>X</td>
<td>Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>
Executed Pro Forma from Permanent or Construction Lender
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses in annual growth rate of 2% for income and 3% for expenses. Written explanations of any deviations from growth rates for assumptions other than straight-line growth made during the projection period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,266,381</td>
<td>$1,291,663</td>
<td>$1,317,496</td>
<td>$1,343,841</td>
<td>$1,370,713</td>
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<td>$1,425,493</td>
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<tr>
<td>Secondary Income</td>
<td>$22,660</td>
<td>$23,134</td>
<td>$23,596</td>
<td>$24,061</td>
<td>$24,530</td>
<td>$24,997</td>
<td>$27,085</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,289,041</td>
<td>$1,314,795</td>
<td>$1,341,092</td>
<td>$1,367,917</td>
<td>$1,395,772</td>
<td>$1,423,886</td>
<td>$1,452,478</td>
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<tr>
<td>Provision for Vacancy &amp; Collector Loss</td>
<td>($96,661)</td>
<td>($98,610)</td>
<td>($100,582)</td>
<td>($102,559)</td>
<td>($104,645)</td>
<td>($106,737)</td>
<td>($108,842)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,192,380</td>
<td>$1,216,185</td>
<td>$1,240,510</td>
<td>$1,265,358</td>
<td>$1,290,227</td>
<td>$1,317,249</td>
<td>$1,343,636</td>
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</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$47,340</td>
<td>$48,760</td>
<td>$50,223</td>
<td>$51,735</td>
<td>$53,282</td>
<td>$54,868</td>
<td>$56,488</td>
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<tr>
<td>Management Fee</td>
<td>$41,841</td>
<td>$43,680</td>
<td>$45,533</td>
<td>$47,404</td>
<td>$49,292</td>
<td>$51,199</td>
<td>$53,126</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$158,420</td>
<td>$164,708</td>
<td>$171,040</td>
<td>$177,426</td>
<td>$183,853</td>
<td>$190,291</td>
<td>$196,748</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$53,800</td>
<td>$55,496</td>
<td>$57,161</td>
<td>$58,878</td>
<td>$60,612</td>
<td>$62,364</td>
<td>$64,130</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$27,000</td>
<td>$27,810</td>
<td>$28,644</td>
<td>$29,509</td>
<td>$30,389</td>
<td>$31,282</td>
<td>$32,184</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$77,000</td>
<td>$79,310</td>
<td>$81,689</td>
<td>$84,144</td>
<td>$86,664</td>
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<tr>
<td>Annual Property Insurance Premises</td>
<td>$67,044</td>
<td>$69,055</td>
<td>$71,217</td>
<td>$73,469</td>
<td>$75,717</td>
<td>$78,075</td>
<td>$80,443</td>
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<tr>
<td>Property Tax</td>
<td>$142,100</td>
<td>$146,363</td>
<td>$150,754</td>
<td>$155,276</td>
<td>$159,935</td>
<td>$164,634</td>
<td>$169,368</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$31,500</td>
<td>$32,440</td>
<td>$33,418</td>
<td>$34,420</td>
<td>$35,464</td>
<td>$36,544</td>
<td>$37,666</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$8,800</td>
<td>$9,085</td>
<td>$9,357</td>
<td>$9,634</td>
<td>$9,927</td>
<td>$10,232</td>
<td>$10,558</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$685,467</td>
<td>$707,474</td>
<td>$731,276</td>
<td>$755,814</td>
<td>$781,285</td>
<td>$807,792</td>
<td>$834,333</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
<td>$463,995</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Other Annual Required Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$72,814</td>
<td>$77,475</td>
<td>$81,984</td>
<td>$86,390</td>
<td>$90,697</td>
<td>$94,994</td>
<td>$99,291</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$72,814</td>
<td>$150,349</td>
<td>$222,333</td>
<td>$313,723</td>
<td>$409,423</td>
<td>$511,942</td>
<td>$615,233</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.20</td>
<td>1.22</td>
<td>1.26</td>
<td>1.30</td>
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<tr>
<td>Deferred Development Fee Payment</td>
<td>$64,519</td>
<td>$69,136</td>
<td>$73,577</td>
<td>$77,911</td>
<td>$82,252</td>
<td>$86,592</td>
<td>$90,932</td>
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<tr>
<td>Deferred Development Fee Balance</td>
<td>$602,982</td>
<td>$623,847</td>
<td>$550,170</td>
<td>$472,311</td>
<td>$390,196</td>
<td>$307,985</td>
<td>$225,775</td>
</tr>
</tbody>
</table>

*We are certifying that the above 15-Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, yet 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 pre-incrementally considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signatures required if using this pro forma for points under 0.90(11) relating to financial feasibility)*

Signature, Authorized Representative, Construction or Permanent Lender

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEPHEN W ROSE</td>
<td>(713) 308-5754</td>
<td><a href="mailto:crose@cbotx.com">crose@cbotx.com</a></td>
</tr>
</tbody>
</table>

Signature, Authorized Representative, Syndicator

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/28/2018</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:
Evidence of all Permanent and Construction Financing
February 23, 2018

AMTEX Green Oaks Fund, LP
Attn: David Yarden
AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301

Re: Green Oaks Apartments

Dear David,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing for AMTEX Green Oaks Fund, LP (“Borrower”) for the development of Green Oaks Apartments, a 126-unit LIHTC family development to be built in Houston, Texas. The proposed terms and conditions are as follows:

Summary of Terms

Borrower: AMTEX Green Oaks Fund, LP

Guaranty: Construction loan will be guaranteed by AMCAL Enterprises. The General Contractor will provide a completion guarantee and bond major subcontractors. Permanent loan will be non-recourse except as to normal “bad boy” carve outs.

Project: Green Oaks Apartments

Credit Facilities: A) Construction loan of approximately $16,347,363

- Priced at a variable rate of Prime - 0.25%, floating subject to a minimum all-in rate of 4.25% (floor of 4.25%)
- 36-month construction loan term
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- Total construction loan period including extension is 42-months
B) Permanent loan of up to approximately $3,902,864 (amount also subject to investor approval) at an assumed underwriting rate of interest of 5.85%:

- Subject to final approval, the permanent loan rate will be locked at 5.85% fixed assuming a 35-year amortization.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- No pre-payment penalty – You may pay off the loan anytime without penalty.
- Principal and interest due monthly during permanent period based on a 35-year amortization; balloon payment due at maturity
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. It is expected that these reserve requirements will mirror the equity term sheet, but that all reserves noted above will be held at CommunityBank of Texas. It is expected that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Loan-to-value:

1) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal’s identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. Appraisal report will be in form and substance acceptable to the Bank.

Collateral:

- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

Fees:

An origination fee of 0.50% for the construction loan and 0.50% for the permanent loan will both be payable at construction loan closing. An extension fee of 0.25% (of the outstanding loan balance) will be charged upon exercise of the 6-month construction loan extension.

Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether or not the facilities contemplated herein are funded. This obligation will survive whether or not the loans are approved.
Reporting Requirements: Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period

Summary of Conditions

This proposal is subject to all of the following conditions being met prior to construction closing:

Tax Credit Allocation: Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,500,000.

Other Funds:

The Bank acknowledges amounts and terms of other anticipated sources of project financing are to include the following estimated amounts:
- Tax Credit Equity Proceeds - $13,950,000
- City of Houston Grant - $500
- Deferred Developer Fee - $757,581

Tax Credit Equity:

Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval.

Developer Fee:

Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity LOI.

Project Budget:

The Bank's current understanding of the project budget is based on information provided by Borrower via email on 2/22/2018. The Bank acknowledges that this project budget is subject to change. However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

Other Conditions:

Receipt and approval of those items listed in the Due Diligence Checklist.

Bank Deposit:

To move forward on the terms and structure outlined above, the Borrower shall return a Borrower executed version of this term sheet along with a $15,000 deposit to Community Bank of Texas. This proposal deposit will be applied towards the payment of Bank expenses, including the engagement of 3rd party reports (appraisal, plan and cost review, insurance review, etc.). The deposit is non-refundable, except in the event that the transaction is not approved by Bank. In such case, the deposit shall be returned promptly, less any Bank expenses already incurred.
Please note that in providing this proposal for submission to TDHCA as part of the applications process to get an award of 9% Housing Tax Credits, the Bank acknowledges the following:

- Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma prepared by the sponsor that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years. The proforma 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 this letter.

- Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

- Bank has reviewed in substance, the creditworthiness and quality of the financial strength by the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

- Sponsor will be providing tenant services to residents and has budgeted $4,500 per year for such expenses. This amount is included in the DSC ratio calculation on the 15-year proforma reviewed by the Bank and included in the application.

In summary, the Bank’s assessment find both the Development and Principals are acceptable.

This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank’s internal approval process, which includes, but is not limited to, a review of the Borrower’s then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 306-5754. David, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: [Signature]
Stephan W. Rose
Executive Vice President

Agreed to.

By: [Signature]
David Yarden
Lender's Critical Path for Underwriting, Review of 3rd Party Reports, Approval/Commitment, and Loan Closing

February 2018
- Receipt/Acceptance of Borrower's project model (budget, flow of funds, proforma, etc.) - COMPLETE
- Receipt of fully executed Equity Letter of Intent - COMPLETE
- Receipt of fully executed Bank term sheet - COMPLETE
- Receipt of Borrower's project deposit to cover projects 3rd party reports/due diligence. - COMPLETE
- Equity to order 3rd party market study - COMPLETE

April 2018
- Bank to order 3rd party project appraisal
- Bank to order 3rd party project Plan and Cost Review

May 2018
- Receipt and review of Bank ordered 3rd party appraisal
- Receipt and review of 3rd party market study
- Receipt and review of construction drawings

June 2018
- Bank to engage 3rd party Insurance Consultant to coordinate Bank required insurance policies.
- Update underwriting with 3rd party report information and present for loan committee

July 2018
- Bank to issue final debt loan commitment (pending tax credit award)

July 26, 2018
- Announcement of 2018 tax credit awards

August 2018
- Receipt and review of Bank ordered 3rd party Plan and Cost Review

September 2018
- Open project bank accounts (operating account for construction draws, and equity account for flow of equity/subordinate debt installments/proceeds)

September/October 2018
- Finalize Bank Project Insurance
- Close the transaction
February 28, 2017

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: Green Oaks Apartments, Houston
Deferred Developer Fee

Ladies and Gentlemen:

The purpose of this letter is to confirm that AMTEX Development LLC, the developer of the Green Oaks Apartments project, has committed to defer a portion of its Developer Fee in the amount of $1,913,849 during the construction period and in the amount of $757,581 during the permanent 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
February 28, 2018

Mr. Arjun Nagarkatti
AMTEX Multi-Housing, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301-4332

Re: Green Oaks Apartments, Houston, TX
AMTEX Green Oaks 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 Green Oaks Apartments.

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth are the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 126-unit complex for general population households in Houston, 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. AMCAL Enterprises, Inc. (the “Guarantor”) shall 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 90 of the 126 units will qualify for Tax Credits.
I. **Equity Investment**

The investor will contribute to the Partnership a total of $13,950,000 (the “Total Equity”) or approximately $0.93 (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 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 Break-even 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 Community Bank of Texas, or an alternate lender acceptable to the Investor, in the approximate amount of $16,347,363.

b. Permanent loan from Community Bank of Texas, or an alternate a lender acceptable to the Investor, in the approximate amount of $6,902,864, with a fixed interest rate not to exceed 5.85% compounded, a term of 15 years, and payments based on 35-year amortization.

c. A grant from the City of Houston in the amount of $500.

d. 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 $2,392,311, approximately $1,634,730 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 sales 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. 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 Break-even 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 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

The Accountants for the Partnership shall be CohnReznick Group, Novogradac & Co., or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.C. above.
XI. Investment Partnership Rights

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

XII. Insurance

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least $6,000,000 per occurrence increased biennially by the CPI Percentage; (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property; (iii) rental loss insurance for a period of 12 months after the date of loss; and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender's loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. General Conditions

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders; (ii) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters; (iii) receipt of a "No Change" legal opinion from counsel to the Partnership; and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.
XV. **Conditions to Closing**

Hudson has completed the following due diligence as of the issuance of this letter:

1. Ordered a market study;
2. Evaluated the financial feasibility of the Project including the review of a market study and site location;
3. Reviewed the financial capacity of the guarantor;
4. Reviewed the financial capacity and experience of the general contractor.

Proposed Schedule to Closing:

1. Review Construction Drawings Submittal Set: **May 14, 2018**
2. Circulate Draft Partnership Agreement: **August 10, 2018**
3. Complete Plan and Cost Review: **August 27, 2018**
4. Complete Final Underwriting: **September 15, 2018**
5. Receive Final Credit Approval: **September 30, 2018**
6. Finalize Partnership Agreement: **October 15, 2018**
7. Partnership Closing: **October 30, 2018**

Closing of this transaction is contingent upon the following:

1. Completion of Hudson’s final due diligence and underwriting process, including but not limited to, approval of the final plan and cost review and receipt of all zoning and plan approvals;
2. Receipt of an allocation of 9% Federal Tax Credits from TDHCA in the annual amount of $1,500,000;
3. Closing of the Construction Loan with Community Bank of Texas, or an alternate lender acceptable to Hudson.

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 commitment 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 Hudson’s final 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 substantial change in such market conditions, including but not limited to higher interest rates, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.

By executing this commitment 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 commitment 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 commitment executed by you, subject to extension in the event of any
Mr. Arjun Nagarkatti  
Letter of Intent – Green Oaks Apartments  
February 28, 2018, Page 10

delay on your part in furnishing the requested due diligence materials. This commitment will terminate on August 31, 2018, if the tax credit allocation is not awarded as described herein.

If the above proposal is acceptable, please indicate your acceptance by executing two copies of this commitment and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

By: ____________________________
Joshua Lappen
Vice President

Cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO
THIS 28th DAY OF Feb. 2018

By: ____________________________
Letter from Local Political Subdivision Evidencing a Loan, Grant, Reduced Fees or Contribution of Other Value to benefit the Development
February 15, 2018

David Yarden
30141 Agoura Road Suite 100
Agoura Hills, CA 91301

RE: Conditional Grant Commitment
TDHCA Application no. 18093
Croton Oake Apartments

Dear Mr. Yarden:

This letter represents the Housing and Community Development Department’s conditional grant commitment to support eligible pre-development costs for the above referenced property subject to the terms and conditions listed below. The City of Houston (“City”) affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. APPLICANT: AMTEX Green Oaks LP
2. TOTAL GRANT AMOUNT: $500
3. COMMITMENT CANCELLATION: This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2019 award of tax credits from TDHCA

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant or to any other party.
Should you have any questions, please do not hesitate to call.

CITY OF HOUSTON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

By: [Signature]
   Ray Miller, Executive Staff Analyst

ACCEPTED AND AGREED:

AMTEX Green Oaks I.P

By: [Signature] Date: 2/20/2018
Name: David Yarden
Title: [Signature]
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside.
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: **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
     - [X] Construction
     - [X] Development
     - [X] Financing
     - [X] Compliance

   - **No** Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - **X** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - 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.

   - **X** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 0

   **Total Points Claimed:** 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

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 https://mycpa.cpa.state.tx.us/access/search/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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 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 visit our website at http://comptroller.texas.gov/procurement/program/hub/ and reference our publications, e.g., Grow Your Business pamphlet, HUB Brochure and Vendor Guide, providing additional information on state procurement resources that can increase your company's chances 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 2-1-1-2 or toll-free in Texas at 2-1-1-2.

Texas Historically Underutilized Business HUB Certificate

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 2-OCT-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information, e.g., 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 2 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 at https://mycpa.cpa.state.tx.us/access/search/index.jsp or by contacting the HUB Program at 2-1-1-2 or toll-free in Texas at 2-1-1-2.
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.

Texas Historically Underutilized Business (HUB) Certificate

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/combhub.html) or by contacting the HUB Program at 1-888-463-5861 or 512-463-5872.
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
Background

AMTEX Green Oaks Fund, LP, a Delaware limited partnership (the "Partnership"), will own and operate for residential rental purposes a parcel of real property located in the State of Texas. The Partnership will own and operate as Green Oaks Apartments (the "Apartments"), a 400-unit residential rental development located in the State of Texas.

The Partnership, through a general partner, will be a limited liability company named in the name of "Green Oaks Apartments, LP" (the "LLC"). The LLC will own and operate the Apartments.

Material Participation

Dello is a partner in the management of the Apartments. Dello will be responsible for all local affairs related to the operation of the Apartments. Dello will also be responsible for the collection of rents and the payment of expenses associated with the operation of the Apartments. Dello will also have the authority to make decisions regarding the business affairs of the Apartments.

1. Dello will follow the directions of the general partner.

   (a) adhere to the standards of the general partner.

   (b) assist the owner in the collection of rents and the payment of expenses.

   (c) assist the owner in all local affairs related to the operation of the Apartments.

   (d) co-own a share of the Apartments.

2. Dello will follow the directions of the owners.

   (a) adhere to the standards of the owners.

   (b) assist the owners in the collection of rents and the payment of expenses.

   (c) assist the owners in all local affairs related to the operation of the Apartments.

   (d) co-own a share of the Apartments.
3. Allocation of income, expenses will be as follows for all assets of the enterprise:

   (i) Dividends of low-income families, aid, and assistance to stricken areas.

   (ii) Coordination of local authorities, including social services, welfare assistance, and social services divisions, circles, and other organizations. For the purpose of assisting low-income families, and assisting stricken areas, a total amount of $100,000 was allocated for low-income families, and assistance to stricken areas.

   (iii) Consideration was made of the allocation of income to stricken areas for low-income families and aid to low-income families.

   (iv) Assistance to low-income families and assistance to stricken areas were considered for low-income families and assistance to stricken areas.

   (v) Assistance to low-income families and assistance to stricken areas were considered for low-income families and assistance to stricken areas.

   (vi) casing in General, all assets as such for all stricken areas were allocated.

Ownership, Cash Flow, and Developer Fee

The company will own a 40% share in General. The developer of the stricken areas will own a 25% share in General. The developer will own a 25% share in stricken areas.

Income from the development will be allocated to the developer will be 5%.

Income from the development will be allocated to the developer will be 5%.

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Income from the development will be allocated to the developer will be 5%.

Income from the development will be allocated to the developer will be 5%.

Conclusion

The company will own all assets of the enterprise, including all development costs and assistance of the stricken areas. The developer of the stricken areas will own all assets of the enterprise, including development costs and assistance of the stricken areas. The developer will own 50% of all assets of the stricken areas, and assistance of the stricken areas.
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.
INDIVIDUAL QUALIFICATION SUMMARY: 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 (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 Hive**, Vermont between 1983-84
(i) 1983, Village on the Deerfield, Dover, Vermont: Multi Use project, 35 Unit Condominium Multi-Unit Housing development in a Ski Resort. **Role**: Site Plan, Schematic Design and Construction Documents.
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 2000.

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.
Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable).
   For to-be-formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

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.

If a revised chart is submitted, include date of submission!
Ownership Structure
TDHCA#: 18093
Green Oaks Apartments
Houston, TX

AMTEX Green Oaks Fund, LP
a Texas limited partnership
Owner/Applicant
[EIN: to-be-formed]

AMTEX Green Oaks 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: 46-1346790
Arun Nagarkatti-President
40 ownership interest

Percival Vaz Managing Member: 70%

Vaz Family Limited Partnership
a California limited Partnership
Member: 30%

Suraiva Kahn President - 60%
Sami Kahn Vice President - 40%

Percival Vaz Managing General Partner 2%
Alicia Vaz Limited Partner 24.5%
Sabrina Vaz Limited Partner 24.5%
Nicole Vaz-Huerta (aka Nicola Vaz) Limited Partner 24.5%
Vanessa Vaz Limited Partner 24.5%
Guarantor Structure
TDHCA#: 18093
Green Oaks Apartments
Houston, TX

AMCAL Enterprises, Inc.
a California corporation
Guarantor
EIN: 95-4677942
Arjun Nagarkatti - President
No ownership interest

Vaz Family Revocable Trust
70% Ownership

- Percval Vaz
  Trustee
- Alixia Vaz
  Financial
  Beneficiary only
- Sabrina Vaz
  Financial
  Beneficiary only
- Nicole Vaz-Huerta
  (aka Nicole Vaz)
  Financial Beneficiary only
- Vanessa Vaz
  Financial
  Beneficiary only

Vaz Family Irrevocable Trust
30% Ownership

- Patrick Pathirana
  Trustee
- Alicia Vaz
  Financial
  Beneficiary only
- Sabrina Vaz
  Financial
  Beneficiary only
- Nicole Vaz-Huerta
  (aka Nicole Vaz)
  Financial Beneficiary only
- Vanessa Vaz
  Financial
  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)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>AMTEX Green Oaks Fund, L.P. (TBF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
</tr>
<tr>
<td>City:</td>
<td>Agoura Hills</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>Zip:</td>
<td>91301</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Application</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>n/a</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>(818) 706-0694</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dyarden@amlcohousing.com">dyarden@amlcohousing.com</a></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Org. 1 Organization Legal Name:</th>
<th>AT Green Oaks GP, LLC (TBF)</th>
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<tbody>
<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
</tr>
<tr>
<td>City:</td>
<td>Agoura Hills</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>Zip:</td>
<td>91301</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Organization legally formed?</td>
<td>Yes</td>
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<td>Date formed:</td>
<td>10/24/2012</td>
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<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Phone:</td>
<td>8187060694</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dyarden@amlcohousing.com">dyarden@amlcohousing.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **AMTEX Multi-Housing, LLC**  
   TDHCA Experience: Yes
2. **Blue Mountain Developments**  
   TDHCA Experience: Yes
3. **TDHCA Experience:**
4. **5. **
   TDHCA Experience:

<table>
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<tr>
<th>Org. 2 Organization Legal Name:</th>
<th>AMTEX Multi-Housing, Inc.</th>
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<tbody>
<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
</tr>
<tr>
<td>City:</td>
<td>Agoura Hills</td>
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<tr>
<td>State:</td>
<td>CA</td>
</tr>
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<td>Zip:</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Date formed:</td>
<td>10/26/1992</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
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<tr>
<td>Previous TDHCA Experience?</td>
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</tr>
<tr>
<td>Phone:</td>
<td>8187060694</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:percy@amlcohousing.com">percy@amlcohousing.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
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<tr>
<td>Ability to exercise Control over the Development?:</td>
<td>Yes</td>
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</table>

List of Sub-Entities or Principals:

1. **Percival Vaz**  
   TDHCA Experience: Yes
2. **Vaz Family Limited Partnership**  
   TDHCA Experience: Yes
3. **Arjun Nagarkatti-President (officer only)**
   TDHCA Experience:
4. **TDHCA Experience:**
5. **6. **
   TDHCA Experience:

<table>
<thead>
<tr>
<th>Org. 3 Organization Legal Name:</th>
<th>Vaz Family Limited Partnership</th>
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<tr>
<td>Address:</td>
<td>30141 Agoura Road, Suite 100</td>
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<td>91301</td>
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<tr>
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<td>Date formed:</td>
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<td>Phone:</td>
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<td>Email:</td>
<td><a href="mailto:percy@amlcohousing.com">percy@amlcohousing.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Percival Vaz**  
   TDHCA Experience: Yes
2. **Alicia Vaz**  
   TDHCA Experience: Yes
3. **Sabrina Vaz**  
   TDHCA Experience: Yes
4. **Nicole Vaz Huerta**  
   TDHCA Experience: Yes
5. **Vanessa Vaz**  
   TDHCA Experience: Yes
6. **TDHCA Experience:**
<table>
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<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
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<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Blue Mountain Developments</td>
<td>40% Member of GP</td>
<td>2071 Collins Blvd., Suite 201</td>
<td>Richardson</td>
<td>TX</td>
<td>75080</td>
</tr>
<tr>
<td>5</td>
<td>AMTEX Development, LLC</td>
<td>Developer</td>
<td>30141 Agoura Road, Suite 100</td>
<td>Agoura Hills</td>
<td>CA</td>
<td>91301</td>
</tr>
<tr>
<td>6</td>
<td>AMCAL Enterprise, Inc. (AEI)</td>
<td>Guarantor</td>
<td>30141 Agoura Road, Suite 100</td>
<td>Agoura Hills</td>
<td>CA</td>
<td>91301</td>
</tr>
<tr>
<td>7</td>
<td>Vaz Family Revocable Trust</td>
<td>70% Owner of AEI</td>
<td>5655 Greyfeather Court</td>
<td>Westlake Village</td>
<td>CA</td>
<td>91362</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls:

- AT Green Oaks GP, LLC

Organization legally formed? Yes
Date formed: 1992
Legal Org is or will be: Corporation

Previous TDHCA Experience? Yes
Phone: 972-602-8826
Email: amin.bmd@gmail.com

Organization is identified on Org. Chart: Yes

Ability to exercise Control over the Development?

List of Sub-Entities or Principals:

1. Suriya Kahn, President & 60% Owner
TDHCA Experience: Yes

2. Sami Kahn, 40% Owner
TDHCA Experience: Yes

3. TDIHLA Experience:

4. 

5. 

6. 

List of Sub-Entities or Principals:

1. Percival Vaz
TDHCA Experience: Yes

2. Vaz Family Limited Partnership
TDHCA Experience: Yes

3. Arjun Nagarkatti-President (Officer Only)
TDHCA Experience: Yes

4. 

5. 

6. 

List of Sub-Entities or Principals:

1. Vaz Family Revocable Trust
TDHCA Experience: Yes

2. Vaz Family Irrevocable Trust
TDHCA Experience: Yes

3. Arjun Nagarkatti-President (Officer Only)
TDHCA Experience: Yes

4. 

5. 

6. 

List of Sub-Entities or Principals:

1. 

2. 

3. 

4. Nicole Vaz-Huerta
TDHCA Experience: Yes

5. Vanessa Vaz
TDHCA Experience: Yes

6. 

List of Sub-Entities or Principals:

1. 

2. 

3. 

4. 

5. 

6. 

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<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>TDHCA Experience</th>
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<tbody>
<tr>
<td>Patrick Pathirana</td>
<td>Trustee</td>
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<tr>
<td>Alicia Vaz</td>
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<tr>
<td>Sabrina Vaz</td>
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<td>Nicole Vaz-Huerta</td>
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<td>Vanessa Vaz</td>
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Person/Role: Arjun Nagariatti, Authorized Representative of Applicant, President AMTEX Multi Housing LLC

Email Address: arjun@amexmhousing.com

City & State of Home Addr: Agoura Hills, CA

Applicant Legal Name: AMTEX Green Oaks 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>Denison</td>
<td>9% HTC</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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<th>WAP</th>
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Person/Role: AMTEX Green Oaks Fund, LP - Applicant

Email Address: dvarela@smcalthousing.com

City & State of Home Addr: Agoura Hills, CA

Applicant Legal Name: AMTEX Green Oaks Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHO), and BOND) that you have controlled at any time.

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**Person/Role:** AT Green Oaks GP, LLC - General Partner  
**Email Address:** dvardan@amcalhousing.com  
**City & State of Home Addr:** Agoura Hills, CA  
**Applicant Legal Name:** AMTEX Green Oaks 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.

   
   ![Check Box]

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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**Person/Role:** AMTEX Multi-Housing LLC - Member of General Partner  
**Email Address:** dvarden@amtexteing.com  
**City & State of Home Addr:** Agoura Hills, CA  
**Applicant Legal Name:** AMTEX Green Oaks Fund, LP

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<td>16275</td>
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<td>9% HTC</td>
<td>Apr-17</td>
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<tr>
<td>16098</td>
<td>Parkdale Villas</td>
<td>Dentison</td>
<td>9% HTC</td>
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<td>17415</td>
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<td>AltonPark</td>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:ruazarte@amcalhousing.com">ruazarte@amcalhousing.com</a></td>
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<td>Email Address:</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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<thead>
<tr>
<th>Community Affairs:</th>
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Person/Role: Vaz Family Limited Partnership - Member of AMTEX Development LLC & AMTEX Multi Housing LLC
Email Address: parry@amtexhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Green Oaks 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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<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
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<th>Control End (mm/yy)</th>
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<td>Fort Worth</td>
<td>4% HTC</td>
<td>Jun-17 current</td>
<td></td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<tr>
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# Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

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<th>Person/Role:</th>
<th>Percival Vaz - General Partner of Vaz Family Limited Partnership</th>
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<td>Email Address:</td>
<td><a href="mailto:eavc@samalhousing.com">eavc@samalhousing.com</a></td>
</tr>
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<td>City &amp; State of Home Addr:</td>
<td>Agoura Hills, CA</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>AMTEX Green Oaks Fund, LP</td>
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</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHO), and BOND) that you have controlled at any time.

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Person/Role: Alicia Vaz-Ltd Pr, Vaz Family LP; Beneficiary of Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

Email Address: percy@amcalhousing.com

City & State of Home Addr: Agoura Hills, CA

Applicant Legal Name: AMTEX Green Oaks 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>Fort Worth</td>
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<th>Person/Role:</th>
<th>Sabrina Vaz-Ltd Pr, Vaz Family LP, Beneficiary of Vaz Family Revocable Trust &amp; Vaz Family Irrevocable Trust</th>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:parsv@amexhousing.com">parsv@amexhousing.com</a></td>
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<td>City &amp; State of Home Addr:</td>
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<tr>
<td>Applicant Legal Name:</td>
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Person/Role:  
Nicole Vaz-Huerta-Ltd Pr, Vaz Family LP; Beneficiary of Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

Email Address:  
perey@amexhousing.com

City & State of Home Addr:  
Agoura Hills, CA

Applicant Legal Name:  
AMTEX Green Oaks Fund, LP

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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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**Previous Participation Form**

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**Person/Role:** Vanessa Vaz-Ltd Pt, Vaz Family LP; Beneficiary of Vaz Family Revocable Trust & Vaz Family Irrevocable Trust

**Email Address:** peavy@amexhousing.com

**City & State of Home Addr:** Agoura Hills, CA

**Applicant Legal Name:** AMTEX Green Oaks 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>
</tr>
</thead>
<tbody>
<tr>
<td>12276</td>
<td>Villages at Cypress</td>
<td>Houston</td>
<td>9% HTC</td>
<td>Aug-12 current</td>
<td></td>
</tr>
<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>16275</td>
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<td>9% HTC</td>
<td>Apr-17 current</td>
<td></td>
</tr>
<tr>
<td>16098</td>
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<td>Oct-16 current</td>
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</tr>
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<td>4% HTC</td>
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<td>Fort Worth</td>
<td>4% HTC</td>
<td>Jun-17 current</td>
<td></td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

- [x] 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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<td>LIHEAP</td>
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<td>PWD</td>
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<tr>
<td>HTF/OC:</td>
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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
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<td>NSP</td>
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### Previous Participation Form

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**Person/Role:** AMCAL Enterprises, Inc. - Guarantor  
**Email Address:** duyphil@amcalhousing.com  
**City & State of Home Addr:** Agoura Hills, CA  
**Applicant Legal Name:** AMTEX Green Oaks 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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<th>Property Name</th>
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<td>Fort Worth</td>
<td>4% HTC</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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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Vaz Family Revocable Trust - 70% owner of AMCAL Enterprises, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:dverdian@amcalhousing.com">dverdian@amcalhousing.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
<td>Agoura Hills, CA</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>AMTEX Green Oaks 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, RHO), 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>LSHA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
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<td>12276</td>
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<td>Fort Worth</td>
<td>9% HTC</td>
<td>Aug-14</td>
<td>current</td>
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<tr>
<td>16275</td>
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<td>Fort Worth</td>
<td>4% HTC</td>
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<td>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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<th>Other:</th>
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Person/Role: Percival Yaz - Trustee of Yaz Family Revocable Trust - 70% owner of AMCAL Enterprises, Inc.
Email Address: percy@amcalhousing.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Green Oaks 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>
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<td>12276</td>
<td>Villages at Cypress</td>
<td>Houston</td>
<td>9% HTC</td>
<td>Aug-12 current</td>
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<td>9% HTC</td>
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<td>AltonPark</td>
<td>Fort Worth</td>
<td>4% HTC</td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

X  By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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- **Person/Role:** Vaz Family Irrevocable Trust - 33% owner of AMCAL Enterprises, Inc.
- **Email Address:** parev@amcalhousing.com
- **City & State of Home Addr:** Agoura Hills, CA
- **Applicant legal Name:** AMTEX Green Oaks Fund, LP

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Person/Role: Patrick Pathirana, Trustee for Vaz Family Irrevocable Trust
Email Address: gepathirana@gmail.com
City & State of Home Addr: Agoura Hills, CA
Applicant Legal Name: AMTEX Green Oaks 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>9% HTC</td>
<td>Apr-17</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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## 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: Blue Mountain Developments, Inc., Member of General Partner and HUB  
Email Address: pmsn@ٲimnagu.emic  
City & State of Home Addr: Richardson, TX  
Applicant Legal Name: AMTEX Green Oaks Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHO), 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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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Suraia Kahn, President and 60% Owner of Blue Mountain Developments, Inc. (HUB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:amie@blmmpx.com">amie@blmmpx.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Richardson, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>AMTEX Green Oaks Fund, LP</td>
</tr>
</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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Person/Role: Sami Kahn, President and 40% Owner of Blue Mountain Developments, Inc. (HUB)
Email Address: amie@simean.com
City & State of Home Addr: Richardson, TX
Applicant Legal Name: AMTEX Green Oaks Fund, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHO), and BOND) that you have controlled at any time.

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Nonprofit Participation

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

☐ By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

☐ By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name: n/a

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:
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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:

- **n/a** IRS determination letter
- **n/a** Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- **n/a** The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- **n/a** 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).

**Developer:**

<table>
<thead>
<tr>
<th>AMTEX Development, LLC</th>
<th>Arjun Nagarkatti</th>
<th>(818) 706-0694</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Name</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Email</strong></td>
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<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members</strong></td>
<td>Yes</td>
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</tr>
<tr>
<td>Engineer:</td>
<td>Scott Greer</td>
<td>(281) 578-9595</td>
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<tr>
<td>Brooks &amp; Sparks, Inc.</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:scottg@brooksandsparks.com">scottg@brooksandsparks.com</a></td>
<td>TBD</td>
<td>76-0482476</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
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<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>No</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
<th>Market Analyst:</th>
<th>Robert Coe</th>
<th>(281) 387-7552</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing Analysts</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:Robertocoe@gmail.com">Robertocoe@gmail.com</a></td>
<td>$8,000.00</td>
<td>44-8649731</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<tr>
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<td>No</td>
<td>No</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
<thead>
<tr>
<th>Appraiser:</th>
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<th>Phone</th>
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<tbody>
<tr>
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<thead>
<tr>
<th>Attorney:</th>
<th>Cynthia Bast</th>
<th>(512) 305-4707</th>
</tr>
</thead>
<tbody>
<tr>
<td>Locke Lord</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
<td>$100,000.00</td>
<td>74-1164324</td>
</tr>
<tr>
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<table>
<thead>
<tr>
<th>Accountant:</th>
<th>Stephen Shumrak</th>
<th>(916) 930-5730</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohn Reznick</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:stephen.shumrak@cohnreznick.com">stephen.shumrak@cohnreznick.com</a></td>
<td>$25,000.00</td>
<td>22-1478099</td>
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<tr>
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**Property Manager:**

<table>
<thead>
<tr>
<th>UAH Property Management, LP</th>
<th>Michael Clark</th>
<th>(214) 265-7227</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:mclark@uahmgt.com">mclark@uahmgt.com</a></td>
<td>5% of EGI</td>
<td>26-0052388</td>
</tr>
<tr>
<td>Email</td>
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**Originator of Underwriter:**

<table>
<thead>
<tr>
<th>Community Bank of Texas</th>
<th>Stephen Rose</th>
<th>(713) 308-5754</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:srose@communitybankoftx.com">srose@communitybankoftx.com</a></td>
<td>TBD</td>
<td>74-1946814</td>
</tr>
<tr>
<td>Email</td>
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**Bond Issuer:**

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**Syndicator:**

<table>
<thead>
<tr>
<th>Hudson Housing Capital, LLC</th>
<th>Joshua Lappen, VP</th>
<th>(212) 218-4466</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:josh.lappen@hudsonhousing.com">josh.lappen@hudsonhousing.com</a></td>
<td>TBD</td>
<td>54-1884498</td>
</tr>
<tr>
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<tr>
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**Supportive Services Provider:**

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**Supportive Services Provider:**

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<tr>
<td>Title Company</td>
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<tr>
<td>Certified Texas HUB? (Applicant)</td>
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<tr>
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<table>
<thead>
<tr>
<th>ESA Provider:</th>
</tr>
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<tbody>
<tr>
<td>ECS Southwest, LLP</td>
</tr>
<tr>
<td>Craig Hiatt</td>
</tr>
<tr>
<td>(512) 837-8005</td>
</tr>
<tr>
<td><a href="mailto:hiatt@ecslimited.com">hiatt@ecslimited.com</a></td>
</tr>
<tr>
<td>$2,800.00</td>
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<td>54-1439291</td>
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<th>Other:</th>
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<tbody>
<tr>
<td>Blue Mountain Developments - MHA/MFA Devel</td>
</tr>
<tr>
<td><a href="mailto:amin@bmd.com">amin@bmd.com</a></td>
</tr>
<tr>
<td>Email</td>
</tr>
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<tr>
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</table>
The Architect Certification is included behind this tab.

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “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]

02.23.2018

Date

JARON DAILY

Printed Name

TX 19482

License Number and State

BGO ARCHITECTS

Firm Name (If applicable)
February 23, 2018

Tim Irvine
Executive Director
Texas Department of Housing & Community Affairs
221 E. 11th Street
Austin, TX 78701

RE: The Green Oaks Apartments, TDHCA# 18093

Mr. Irvine,

Please note that the proposed Development will be designed to meet 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." With (126) total units planned for this new construction housing development, we have included (8) mobility impaired and (4) hearing and/or visually impaired units within the application drawing documents. They are designated as such; "ADA" for the mobility impaired units and "A/V" for the visual impaired units per Section 504.

All common use facilities and exterior amenities will be designed on an accessible route. As part of the formal review process, final construction documents will be submitted for State Accessibility review prior to starting construction. Additionally, intermittent accessibility inspections will be performed throughout construction to confirm compliance with such. If you have any questions or require further clarification, don't hesitate to ask.

Sincerely,

Jaron Daily
C.O.O.
BGO Architects
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(i)(ii) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.

The Section 811 PRA units and Direct Loan units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.

Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
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:

(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 mami.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Mr. Percival Vaz  
c/o Lisa Davis  
3041 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:

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If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at mami.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>1. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AMTEK Green Oaks Fund, LP (to be formed)</td>
<td>No</td>
</tr>
<tr>
<td>2. AT Green Oaks GP, LLC (to be formed)</td>
<td>No</td>
</tr>
<tr>
<td>3. AMTEK 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. Vaz Family Revocable Trust</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>11. AMCAL Enterprises, Inc. (AEI)</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>12. Vaz Family Irrevocable Trust</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>13. Patrick Pathirana</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>14. Blue Mountain Developments</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>15. Sraiya Kahn</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>16. Sami Kahn</td>
<td>Yes Submit Part II</td>
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<td>29.</td>
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<tr>
<td>30.</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: ____________________________
Signature of Applicant

Date: ____________________________

[Signature]
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: AMTEX Multi-Housing LLC, Member of AT Green Oaks GP, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §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.

<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>60.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Green Oaks Apartments</td>
<td>6</td>
<td>Houston</td>
<td>60.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Name of Applicant/Developer] is authorized to terminate the Application in the event of a conflict with §114(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)]

AMTEX Multi-Housing LLC, Member of AT Green Oaks GP, LLC

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 Limited Partnership - Member of AMTEX Multi-Housing LLC & AMTEX Development LLC

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☐ a Developer for the Applicant for this specific Application  
☒ an Affiliate to the Applicant  
☐ a Guarantor on the Application  

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>60.00%</td>
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I acknowledge that Arjun Nagesh 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)]

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 Member-AMTEX Multi-Housing LLC, Vaz Family LP, AMTEX Development LLC, CEO-AMTEX

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.

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]  
Printed Name: Percival Vaz, Managing Member-AMTEX Multi-Housing LLC, Vaz Family LP  
Date: 1/23/2018
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.

<p>| | |</p>
<table>
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<tr>
<td>X</td>
<td></td>
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<tr>
<td></td>
<td>(A) Real Estate Transactions</td>
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<tr>
<td></td>
<td>(B) Tangible personal property transactions</td>
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<tr>
<td></td>
<td>(C) Bond, share and commodity transactions</td>
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<td></td>
<td>(D) Banking transactions</td>
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<td>X</td>
<td>(E) Business operating transactions</td>
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<td></td>
<td>(F) Insurance transactions</td>
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<td>(I) Personal relationships and affairs</td>
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<td>(K) Records, reports and statements</td>
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<td></td>
<td>(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</td>
</tr>
<tr>
<td>X</td>
<td>(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.</td>
</tr>
</tbody>
</table>

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 acts 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

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES ) SS.

On ________, before me, ________________________, Notary Public, 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.

Signature of Notary Public

Notary Public
Commission # 1924516
Los Angeles County
May 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 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 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 2 day of June, 2014.

Signed in the presence of:

Sabrina Vaz
Witness

Sabrina Vaz
Principal

Witness

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 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
[ ] (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 30th 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 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
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[ ] (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 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 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 14th day of May, 2014.

Signed in the presence of:

Witness

[Signature]

Witness

[Signature]

Principal

[Signature]

Attorney-in-Fact

[Signature]

STATE OF CALIFORNIA
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/hers/their authorized capacity(ies), and that by his/hers/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 Ptr-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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<th>Development Name</th>
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<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 §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]

Alicia Vaz, Ltd Ptr-Vaz Family LP; Beneficiary-Vaz Family Revocable T.

Printed Name

Date: 1/23/2018
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: 

Sabrina Vaz, Ltd Ptrl-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 a allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
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<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
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<tbody>
<tr>
<td>Laven Senior Villas</td>
<td>3</td>
<td>Gariand</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>
</tr>
</tbody>
</table>

I acknowledge that [Arjun Nagarvetti] 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 milion, 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: ___________________________ Sabrina Vaz, Ltd Ptrl-Vaz Family LP; Beneficiary-Vaz Family Revocable

Signature of Applicant, Developer, Affiliate or Guarantor (as applicable) | 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 Pr-Vas Family LP; Beneficiary-Vas Family Revocable Trust & Vas 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

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I acknowledge that Arjun Nagorkati is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Nicole Vas-Huerta, Ltd Pr-Vas Family LP; Beneficiary-Vas 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

- [ ] 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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- [ ] 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)]

**Printed Name:**

[Vanessa Vaz, Ltd Pt-Vaz Family LP, Beneficiary-Vaz Family Revocable]

**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: 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

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<td>95.00%</td>
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<td>Houston</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature] AMTEX Development LLC - Developer 1/23/2018

Signature of Applicant, Developer, Affiliate, or Guarantor (as appropriate) Printed Name Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: 

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
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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

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:  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
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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 Revocable Trust-70% interest of AMCAL Enterprises Inc.  1/23/2018

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form: 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
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<td>Houston</td>
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<td>Lighthouse Apartments</td>
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<td>Cypress Park Apartments</td>
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<td>Newport Park Apartments</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Vaz Family Irrevocable Trust-30% interest of AMCAL Enterprises Inc.

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: 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

☒ an Affiliate to the Applicant

☐ a Guarantor on the Application

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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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

1/31/2010
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: Blue Mountain Developments - Member of AT Green Oaks 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

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Date: 1/23/2018

Printed Name: Blue Mountain Developments - Member of AT Green Oaks GP, LLC
Part II. Credit Limit Certification

Instructions: Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Suraliya 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>
</tr>
</thead>
<tbody>
<tr>
<td>Lavon 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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I acknowledge that Arjun Nagaratti 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 any new 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: Suraliya Kahn, President of Blue Mountain Developments

 cải trong: Suraliya Kahn, President of Blue Mountain Developments

Date: 3/22/2018
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: 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

☐ a Guarantor on the Application

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.

<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>Lavon 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 §114(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]  Sami Kahn, Vice President of Blue Mountain Developments  1/22/2018

Printed Name  Date
## Community Input Scoring Items

**TDHCA#: 18093**

### 1. Local Government Support - §11.9(d)(1)

- Resolution(s) of either "no objection" or "support" is included behind this tab.**
  ** Note that resolutions are due March 1, 2018

### 2. Community Support from State Representative - §11.9(d)(5)

- Letter of either "support" or "opposition" is included behind this tab.**
  ** Note that letters are due March 1, 2018

### 3. Input from Community Organizations - §11.9(d)(6)

- Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>A. Northwest Assistance Ministries</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carole Little</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Mission Greenspoint</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grady Butler</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. St. Paul A M F. Church</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pastor Roderick Dawson</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>D. ICAC Houston</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reggie Gray</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E.</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
City of Houston, Texas, Resolution No. 2018-

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column on Schedule I captioned "Applicant Name" (individually referred to as "Applicant") has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned "Project Name" and "Project Address" (individually referred to as "Applicant's Project" with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDIICA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of Applicant's Application related thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to such project.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.
PASSED AND ADOPTED this 14th day of February, 2018.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is 02/20/2018.

City Secretary

(Prepared by Legal Dept. Senior Assistant City Attorney)

(Requested by Tom McCasland, Director, Housing and Community Development Department)

<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAYOR TURNER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNCIL MEMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STARDIG</td>
</tr>
<tr>
<td>DAVIS</td>
</tr>
<tr>
<td>COHEN</td>
</tr>
<tr>
<td>BOYKINS</td>
</tr>
<tr>
<td>MARTIN</td>
</tr>
<tr>
<td>LE</td>
</tr>
<tr>
<td>TRAVIS</td>
</tr>
<tr>
<td>CISNEROS</td>
</tr>
<tr>
<td>GALLEGOS</td>
</tr>
<tr>
<td>LASTER</td>
</tr>
<tr>
<td>GREEN</td>
</tr>
<tr>
<td>KNOX</td>
</tr>
<tr>
<td>ROBINSON</td>
</tr>
<tr>
<td>KUBOSH</td>
</tr>
<tr>
<td>EDWARDS</td>
</tr>
<tr>
<td>CHRISTIE</td>
</tr>
</tbody>
</table>

CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: 02/20/2018

CAPTION ADOPTED
# Housing and Community Development Department
## Schedule I - Resolutions of Support - City of Houston Projects

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Flintlock LP</td>
<td>Flintlock Apartments</td>
<td>SEC of West Little York and Flintlock Road</td>
<td>18354</td>
</tr>
<tr>
<td>NH WLY LP</td>
<td>West Little York Apartments</td>
<td>West Little York between Hollister Rd and Guhn Rd</td>
<td>18355</td>
</tr>
<tr>
<td>AMTDX Green Oaks LP</td>
<td>Green Oak Apartments</td>
<td>Greensmark Drive</td>
<td>18093</td>
</tr>
<tr>
<td>Greers at Roanoke LP</td>
<td>Greens a: Roanoke</td>
<td>SWC of Jensen Dr and Grayson St</td>
<td>18703</td>
</tr>
<tr>
<td>Parkway Meadows, Ltd.</td>
<td>Parkway Meadows</td>
<td>The approximate 3300 block of West Gulf Bank, north of West</td>
<td>18073</td>
</tr>
<tr>
<td>St. Elizabeth Place, LP</td>
<td>St. Elizabeth Place</td>
<td>4514 Lyons Avenue</td>
<td>18020</td>
</tr>
<tr>
<td>Houston DMA Housing II, LLC</td>
<td>The Greenery</td>
<td>18000 block of Imperial Valley Dr</td>
<td>18338</td>
</tr>
<tr>
<td>DWR Somerset 18 LP</td>
<td>Somerset: Lofts</td>
<td>2.63+/- acres at 8506 Hempstead Rd</td>
<td>18254</td>
</tr>
<tr>
<td>2222 Cleburne LP</td>
<td>2222 Cleburne</td>
<td>2222 Cleburne</td>
<td>18243</td>
</tr>
<tr>
<td>Houston DMA Housing III, LLC</td>
<td>City Park Apartments</td>
<td>NW corner of W Grem Dr and US HWY 288</td>
<td>18261</td>
</tr>
<tr>
<td>Monroe Crossing, LP</td>
<td>Monroe Crossing</td>
<td>Approx 8500 Blk of Fuqua (NEC of Fuqua &amp; Monroe)</td>
<td>18161</td>
</tr>
<tr>
<td>Trinity East Ltd.</td>
<td>Trinity East</td>
<td>SWG of McGowan St and Live Oak St</td>
<td>18044</td>
</tr>
<tr>
<td>Provision at Synott, LP</td>
<td>Provision at Synott</td>
<td>West Side of Smott Rd, N of W Bellfort Blvd</td>
<td>18382</td>
</tr>
<tr>
<td>Campanile on Commerce LP</td>
<td>Campanile on Commerce</td>
<td>2800 Commerce St</td>
<td>18306</td>
</tr>
<tr>
<td>Fulton Lofts, LP</td>
<td>Fulton Lofts</td>
<td>SW Corner of Fulton St and Robert Lee Rd</td>
<td>18333</td>
</tr>
<tr>
<td>Houston 5009 Fulton, LP</td>
<td>Fulton or the Rail</td>
<td>5009 Fulton St</td>
<td>18337</td>
</tr>
<tr>
<td>McKee City Living LP</td>
<td>McKee City Living</td>
<td>600 blk of Mcgee Street</td>
<td>18299</td>
</tr>
<tr>
<td>East End Lofts, LP</td>
<td>East End Lofts</td>
<td>NE corner of Harrisburg Blvd and 75th Street</td>
<td>18336</td>
</tr>
<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>Telephone Rd</td>
<td>18138</td>
</tr>
<tr>
<td>LeeLard Ltd.</td>
<td>LeeLard lofts</td>
<td>3131 Gulf Freeway</td>
<td>18046</td>
</tr>
<tr>
<td>Provision at Lake Houston, LP</td>
<td>Provision at Lake Houston</td>
<td>East Side of HWY 90 at S Lake Houston Pkwy</td>
<td>18383</td>
</tr>
<tr>
<td>Scott Street Lofts, LP</td>
<td>Scott Street Lofts</td>
<td>1320 Scott St</td>
<td>18327</td>
</tr>
<tr>
<td>TX Belfort Apartments, LP</td>
<td>Belfort Park Apartments</td>
<td>4135 W Bellfort</td>
<td>18229</td>
</tr>
<tr>
<td>DWR Court 18, LP</td>
<td>Court Lots</td>
<td>SEC of Court Fd. &amp; S. Post Oak Rd.</td>
<td>18226</td>
</tr>
<tr>
<td>BAH Rockwall Senior Village, Ltd.</td>
<td>Rockwell Senior Village</td>
<td>SW side of Beltway &amp; between Rockwall Blvd &amp; W Fuqua Drive</td>
<td>18397</td>
</tr>
</tbody>
</table>
February 26, 2018

Tim Irvine
Executive Director
Texas Department of Housing & Community Affairs
Post Office Box 13941
Austin, Texas 78711-3941

sent via email to tim.irvine@tdhca.state.tx.us

RE: Green Oaks Apartments #18093

Dear Mr. Irvine:

Please accept this letter as my support for the proposed Green Oaks Apartments development located at Gears Road, Greens Parkway & Greensmark Drive in Houston.

The new 120-apartment unit development will be located in my legislative district and will provide much-needed affordable housing to my constituents.

I ask for your favorable consideration of the application for housing tax credits for the Green Oaks Apartments.

Please contact me should you have any questions. Thank you.

Sincerely,

Senfronía Thompson
State Representative

ST/mm

E-mail: senfronia.thompson@house.state.tx.us
February 6, 2018

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

Re: Green Oaks Apartments, Gears Road, Houston, TX  
Letter of Support Application No. 18093

Dear Ms. Holloway,

Northwest Assistance Ministries would like to express its support for the Green Oaks Apartments, a proposed workforce housing development to be located in the 1400 block of Gears Road, Houston, Texas. We understand that the developer, AMTEX, is seeking a Resolution of Support from the City of Houston as well as an award for Competitive 9% Multi-Housing Tax Credits.

NAM is a non-denominational, 501 (c) (3), community-based, multi-program social service agency that is supported by more than 43 congregations, 86 Service Affiliates and more than 150 business Community Partners. NAM has served north and northwest Harris County since 1983. Our mission is to strive to meet basic human needs through Neighbors Helping Neighbors.

NAM supports the development of new, well maintained affordable housing opportunities in the area. Please contact me if you have questions.

Sincerely,

Carole Little  
Linda and Harlan Martens  
NAM Endowed President/CEO

Carole Little  
Linda & Harlan Martens  
Endowed President/CEO

Denise Hammon  
CFO
Northwest Assistance Ministries (NAM) is extremely grateful for all the contributions made to the Relief for Neighbors efforts. To date, NAM has assisted more than 10,000 individuals with more than $1.1 million in Relief Funds from generous neighbors like you. Your donations have helped supply families impacted by Hurricane Harvey with:

- Food
- Clothing
- Hygiene Products
- Rent/Mortgage Assistance
- Utility Bills
- Home Repairs
- Furniture
- Car Repair/Replacement
- Business Equipment
- Case Management Services

This is in addition to the abundance of in-kind donations of food, clothing, and other household goods received.

Thank you so very much for your support!

_NAM is also the proud recipient of grant funding from a variety of businesses, foundations, the United Way and the Hurricane Harvey Relief Fund (HHRF). The grants from the HHRF, established by Houston Mayor Sylvester Turner and Harris County Judge Ed Emmett and managed by the Greater Houston Community Foundation (GHCF), supply recipients with funds to be used to provide programs and/or services to those affected by Hurricane Harvey._

**If you are in need of Disaster Relief Assistance, the first step is to complete a Relief Assistance Application and submit supporting documents to determine eligibility. Required documents include:**

- Completed Relief Application - English Application / Spanish Application
- Photo ID
- FEMA registration number
- Proof of disaster impact (e.g., letters from FEMA, insurance, or the Red Cross stating there was damage to property or possessions; past lease for rental properties - NAM will call to confirm damages to rental unit)
- Proof of income prior to the hurricane (pay stubs)

You can email any questions you may have, along with your application and supporting documents to DisasterRelief@namonline.org.

For more information or to schedule an appointment, call (281) 885-4593.

_Northwest Assistance Ministries_ is a non-profit, community-based social service agency that strives to meet basic human needs through Neighbors Helping Neighbors. NAM provides assistance in areas such as food, shelter, health, education and domestic violence awareness and intervention. During Fiscal Year 2016/2017, NAM touched the lives of more than 129,000 people through its many programs and services.

Annual Report 2016-2017
NAM Notes Winter 2018
Wish List
Toiletries needed for NAM’s Family Violence Center
About Us

NAM is a nonprofit, community-based, multi-program social service agency that strives to supply basic human needs through Neighbors Helping Neighbors. The organization was formed by 10 Covenant Congregations who agreed to set aside their theological differences and pool their resources in a manner to better serve community needs. Today, NAM is supported by more than 40 congregations, 18 Service Partner organizations and more than 140 business Community Partners. NAM has served north and northwest Harris County since 1983 and currently has approximately 85 employees and 2,000 volunteers.

Mission
To strive to meet basic human needs through neighbors helping neighbors.

Vision Statement
NAM's vision, grounded in our mission and true to our values, is a community in which Neighbors care for Neighbors through our collaborative effort with area congregations, community partners, donors and volunteers. Resources are pooled and leveraged to meet basic needs and to help individuals regain their self-sufficiency, thereby creating a safer and more stable community for all. Northwest Assistance Ministries values: maintaining a strong commitment to our mission of meeting basic human needs through Neighbors helping Neighbors; fostering a spirit of respect and charity; striving for excellence in all we do; and strengthening connections with our spiritual, funding, and volunteer partners.

Management Team

Carole Little  
President/CEO  
clittle@namonline.org

Erin Broussard  
Deputy Director/Chief Operations Officer  
ebroussard@namonline.org

Denese Hammon  
Chief Financial Officer  
dhammon@namonline.org

Brian Carr  
Chief Advancement Officer  
bccarr@namonline.org
NORTHWEST ASSISTANCE MINISTRIES
15555 KUYKENDAHL RD STE 100
HOUSTON, TX 77090-3627

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 10-25-1983
Sales and use tax, as of 05-21-1987
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17600887024

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations, Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

<table>
<thead>
<tr>
<th>EIN</th>
<th>Legal Name (Doing Business As)</th>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
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<tbody>
<tr>
<td>46-2155641</td>
<td>New Life Christian Ministries of Houston</td>
<td>Houston</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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<tr>
<td>76-066085</td>
<td>New Living Word Church and International Ministries</td>
<td>Houston</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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<td>80-052246</td>
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<td>TX</td>
<td>United States</td>
<td>PC</td>
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<tr>
<td>20-4249117</td>
<td>New Testament Devotec Ministries</td>
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<td>TX</td>
<td>United States</td>
<td>PC</td>
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<td>90-0482629</td>
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</table>
February 05, 2018

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

RE: Letter of COMMUNITY ORGANIZATION SUPPORT for GREEN OAKS
APARTMENTS TDHCA APPLICATION NO. 18093

Dear Ms. Holloway:

On behalf of Mission Greenspoint, I am pleased to provide this letter of support for GREEN OAKS Apartments, applicant #18093, for an award of Competitive 9% Housing Tax Credits pursuant to the 2018 funding cycle. The development is located at Gears Road, Greens Pkwy & Greensmark Drive, Houston, Harris County, Texas. 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.

Mission Greenspoint 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 for the citizens of Harris County, the City of Houston and surrounding communities as a whole.

Thank you for your consideration.

Sincerely,

Grady Butler

Executive Director

Attachments: IRS Letter of Tax-exempt Status and Programs
Dear Sir or Madam:

This is in response to your request of August 14, 2007, regarding your contact. We have updated our records to reflect the contact name as shown above.

Our records indicate that a determination letter was issued in January 1998 that recognized you as exempt from Federal income tax. Our records further indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 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.

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

Sincerely,

Cindy Westcott
Manager, Exempt Organizations Determinations
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

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« Prev | 1-1 | Next »
MISSION GREENSPoint
11947 NORTH FWY STE 180
HOUSTON, TX 77060-1700

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-11-1997
Sales and use tax, as of 09-11-1997
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17605415953

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252 5555.
About Us

Our Story

Food Pantry MISSION GREENPOINT has come to be known as a “helping place” for low income individuals and families. We help those living in the Aldine/Greenspoint area of north Houston.

In September, 1996 a group of individuals from Louetta Road Baptist and Spring Memorial Baptist began three apartment congregations. As these groups grew the awareness for meeting physical needs also grew. Through the next year a group from these two churches and others came together to start Mission Greenspoint. Through the years, Mission Greenspoint has had as its chief aim to “take Jesus to the people." The point of focus has shifted from time to time in how to accomplish that and will continue to do so as a necessary part of growth and change. However, there has always remained the constant purpose to share Christ with everyone who walks through the doors.

Clothes Closet MISSION GREENPOINT does not charge for any of its services and ministers to the people regardless of race, creed, ethnicity, or religious affiliation. Last year, more than 200 volunteers and a small staff helped to provide over 12,000 individuals with material needs they could not afford. It is important to know that in Aldine ISD where we are located 84 percent of the school population is at or below the poverty level.

MISSION GREENPOINT will continue to challenge itself to:

- Share the love of Christ with each individual that comes to the center.
• Provide education classes to enable individuals to communicate in their community and give them the opportunity to improve job skills
• Provide programs and services that will strengthen the family unit
• Grow services through Greenspoint Pregnancy Assistance Center
• Expand Jobs for Life ministry for men and women desiring to become employed or better their employment
• To grow the Biblical Counseling Ministry to meet more needs

Join The Team!

Families and individuals facing temporary emergencies or have on-going need are ministered to daily. Are you looking for a way to share the love of Jesus? Read more

Mission Greenspoint

11947 N. Freeway
Houston, TX 77060

Phone Number:
281-872-1422

Fax Number:
281-872-2044

Hours

Monday - Thursday 9:00 am - 5:00 pm By appointment only

Pregnancy Assistance

Monday - Thursday 9:00 am - 5:00 pm By appointment only. For an appointment please call: 281-872-1422 This center does not provide or refer for abortion services.

Directions

From Interstate 45 Take N. Sam Houston Pkwy exit Go south on I-45 feeder road Our new location will be on your right

Email:
mgpinto@missiongreenspoint.com Please allow 1-2 days for response to your email.
Mission Greenspoint
Helping others in Jesus' Name

Center Info

Services and Programs
- Assistance Program – Food Pantry & Clothes Closet
- Adult Education (ESL)
- Biblical Counseling
- Pregnancy Assistance Center
- Project Right Start – School Supplies for Alcine ISD students
- Thanksgiving Basket Distribution
- Christmas Store

HOURS

Mission Greenspoint
11947 North Freeway
Houston, TX 77060
Monday – Thursday
9:00 am – 5:00 pm
By appointment only

Pregnancy Assistance
Monday – Thursday
9:00 am – 5:00 pm
By appointment only

For an appointment please call: 281-872-1422

Directions
Join The Team!

Families and individuals facing temporary emergencies or have on-going need are ministered to daily. Are you looking for a way to share the love of Jesus? Read more

Mission Greenspoint

11947 N. Freeway
Houston, TX 77080

Phone Number:
281-872-1422

Fax Number:
281-872-2044

Hours

Monday - Thursday 9:00 am - 5:00 pm By appointment only

Pregnancy Assistance

Monday - Thursday 9:00 am - 5:00 pm By appointment only. For an appointment please call: 281-872-1422 This center does not provide or refer for abortion services.

Directions

From Interstate 45 Take N. Sam Houston Pkwy exit Go south on I-45 feeder road Our new location will be on your right

Email:

mgpinfo@missiongreenspoint.com Please allow 1-2 days for response to your email.
February 13, 2018

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

RE: Letter of COMMUNITY ORGANIZATION SUPPORT for GREEN OAKS APARTMENTS TDHCA APPLICATION NO. 18093

Dear Ms. Holloway:

On behalf of the St. Paul A.M.E. Church, I am pleased to provide this letter of support for GREEN OAKS Apartments, applicant #18093, for an award of Competitive 9% Housing Tax Credits pursuant to the 2018 funding cycle. The development is located at Gears Road, Greens Pkwy & Greensmark Drive, Houston, Harris County, Texas. 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.

St. Paul A.M.E. Church 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 for the citizens of Harris County, the City of Houston and surrounding communities as a whole.

Thank you for your consideration.

Sincerely,

Pastor Roderick Dawson
St. Paul Remembrance

St. Paul A.M.E. Church and Steward Steve Jones pay homage to Brother Dwight Jones. Mr. Dwight Jones is a Houston Native. A graduate of Wheatley High School, Dwight went on to play basketball at the University of Houston as well. The Atlanta Hawks drafted Jones 9th overall in the 1973 NBA Draft. During his career Dwight played forward/center for the Atlanta Hawks, Houston Rockets, Chicago Bulls, and Los Angeles Lakers. He was also a member of the U.S. Olympic team. Dwight passed away at the age of 64 on July 25, 2016. His brother, Steve Jones, is a former Harlem Globetrotter. Steve, now a Steward at St. Paul A.M.E., is running youth basketball camps and programs at St. Paul’s multi-purpose building. The camps encourages kids to work hard to attain their life goals. Steward Steve Jones also runs an open gym every Wednesday at 6:00pm.
Multi-Purpose Building

Under Pastor Roderick Dawson’s leadership St. Paul A.M.E. has developed into a pillar in the Greenspoint community. The church goal is to eradicate social injustice and rebuild broken lives by actively encouraging involvement. St. Paul also strives to develop projects that meet the needs of the community. The completion of the 30,000 square foot Multi-Purpose Building concluded in 2012. The expansion includes a daycare, gymnasium, classrooms and commercial kitchen. The building has and will continue to host church functions as well as community activities.
SAINT PAUL AFRICAN METHODIST EPISCOPAL CHURCH (HOU)
1554 GEARS RD
HOUSTON, TX 77067-4104

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 12-22-1997
- Sales and use tax, as of 03-27-1998
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, religious as of 03-27-1998
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17605615370

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

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(Additional entries not shown for brevity)
February 13, 2018

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

RE: Letter of COMMUNITY ORGANIZATION SUPPORT for GREEN OAKS APARTMENTS TDHCA APPLICATION NO. 18093

Dear Ms. Holloway:

On behalf of Houston Intercontinental Chamber of Commerce, I am pleased to provide this letter of support for GREEN OAKS Apartments, applicant #18093, for an award of Competitive 9% Housing Tax Credits pursuant to the 2018 funding cycle. The development is located at on Gears Road, Greens Pkwy & Greensmark Drive, Houston, Harris County, Texas. 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.

Houston Intercontinental Chamber of Commerce, is a nonprofit 501(c)(6) organization. In our capacity as a tax-exempt organization, we have a primary purpose for the overall betterment, development and improvement for the citizens of Harris County, the City of Houston and surrounding communities as a whole.

Thank you for your consideration.

Sincerely,

Reggie Gray, President

Houston Intercontinental Chamber of Commerce

Attachments: IRS Letter of Tax-exempt Status and Programs
February 21, 2018

HOUSTON INTERCONTINENTAL CHAMBER OF COMMERCE
PO BOX 670252
HOUSTON, TX 77267-0252

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 03-27-1986
Sales and use tax, as of 03-27-1986
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
   The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 30009767721

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Our Offices

Domestic: The Woodlands, north Houston, Galleria and Stafford

International: Mexico City, Malta, Panama City, Germany, Russia, Germany, Russia, Belarus, Kazakhstan, Ukraine, Poland, UAE-Dubai, Italy and China

281-408-0866

UPCOMING EVENTS

02/22/2018 – Cocktails & Connections – The Galleria
03/06/2018 – Trade Mission - China
03/07/2018 – Ribbon Cutting – Holiday Inn Express & Suites

WELCOME TO HOUSTON

The Intercontinental Chamber of Commerce (ICC) is one of the most unique chambers in TEXAS! ICC has been the organization that motivates, organizes and directs the efforts in our business community for 30 years. ICC members range from small entrepreneurs to Fortune 500 companies, which consist of thousands of employees. Our membership also includes several foreign consulates and members from numerous countries such as Mexico, China, Malta, Canada, Japan, and England, just to list a few. In addition, ICC has offices in the Galleria, Clear Lake, Mexico, Malta, Panama, Germany, Russia, Belarus, Kazakhstan, Ukraine, Poland, UAE-Dubai, Italy, and China.

What makes us unique... ICC has created the Houston Community & Economic Development Center with the following ON-SITE services:

- Chamber of Commerce
- Business Incubator/Accelerator Offices (Only one in North Houston Region)
- Texas Workforce Commission Office
- SBA-Small Business Development Center Office
- Training & Conferences Room
- Marketing Call Center
- Certificates of Origin & Notary Service
- Economic Development Council
- Executive Suites for Office Rental
- US Department of Commerce Office
- ProMexico Commercial Offices
- Malta Commercial Office
- Multi-location Video Conference Room
- International Document Translation
- Country Club Partnership with NorthGate & Walden Country Club

http://www.houstonicc.org/
Passport and travel visa processing
Business & Investor Brokerage Services
Exclusive Partnership with the Houston Polo Club
On-Site Language Classes
Inpat & Expat Corporate & Employee Financial & Relocation Services
On-Site Photography & Film Studio
Credit Card Processing Merchant Services
Cloud Services
Executive Car/ Transportation Services
Assets Disposition & Auction Services
**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: ECS Southwest, LLP
   - Date of Report: 2/14/2018
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (SPRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (SPRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - MFDI Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: ECS Southwest, LLP
     - Contact Person: Craig Hiatt
     - Contact Telephone: (512) 837-8005
     - Email: chiatt@ecslimited.com

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Affordable Housing Analysts
   - Date of Report: 2/13/2018

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: Brooks and Sparks
   - Date of Report: 2/26/2018
February 16, 2018

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

RE: ESA Preparer Compliance – Green Oaks Apartments ESA Certification

Dear Ms. Holloway:

AMTEX Multi-Housing, LLC, representing the Developer Owner for the Green Oaks Apartments development, certifies that the Development Owner will comply with any and all recommendations made by the ESA Preparer, ECS Southwest LLP, in the Phase I Environmental Site Assessment report dated February 14th, 2018.

Sincerely,

[Signature]

Arjun Nagarkatti
President
AMTEX Multi-Housing, LLC
February 16, 2018

Marni Holloway
Director of Multi-Family Finance
221 E. 11th Street
Austin, TX 78701

RE: 18093 – Green Oaks Apartments
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 section 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,

Arjun Nagarkatti
President, AMTEX Multi-Housing LLC
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 R11 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,

Lisa M. Davis
Project Manager
AMCAL / AMTEX
30141 Agoura Rd. #100
Agoura Hills, CA 91301
(818) 706-0694, Ext. 112
(818) 706-3752, Facsimile
ldavis@amcalhousing.com
lisa@amtexhousing.com
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Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
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