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

Development Name: Lancaster Senior Village

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

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

By:

[Signature]

Doak Brown
Printed Name
Manager of GP

2/28/18

Date

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

By: Doak Brown

(Personalized Seal)

Leslie V. Winston
Notary Public, State of Texas
Notary ID # 1118278-4
My Commission Expires: February 1, 2022

Notary Public Signature
Texas

Notary Public, State of
Harris

County of
2/1/22

My Commission Expires: 2/28/18

Date

2/26/2018 11:35 AM
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature]

Printed Name:  

Doak Brown

Title:  

Manager of general partner

Date:  

2/28/18

THE STATE OF Texas  §

COUNTY OF Harris  §

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

Doak Brown  

known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February 2018

[Notary Public 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: William L. Brown
Signature of Authorized Representative

William L. Brown
Printed Name

Manager
Title

2/8/18
Date

THE STATE OF Texas

COUNTY OF Harris

Before me, a notary public, on this day personally appeared William L. Brown, 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 8th day of February 2018

(Seal)

Leslie V. Winston
Notary Public, State of Texas
Notary ID # 1118278-4
My Commission Expires February 1, 2022

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

______________________________

Doak Brown

Printed Name

______________________________

Manager

Title

______________________________

2/8/18

Date

THE STATE OF ___________ §

COUNTY OF ___________ §

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

______________________________

Doak Brown, 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

______________________________

Leslie V. Winston

Notary Public Signature

Notary Public, State of Texas

Notary ID # 1118278-4

My Commission Expires

February 1, 2022
By: [Signature]

Signature of Authorized Representative

Jed Brown

Printed Name

Manager

Title

2/8/18

Date

THE STATE OF Texas §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Jed Brown, 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 8th day of February, 2018

[Seal]

LESLIE V WINSTON
Notary Public, State of Texas
Notary ID # 1118278-4
My Commission Expires
February 1, 2022

Leslie V. Winston
Notary Public Signature
2018 Applicant Eligibility Certification

By: Wil Brown  
Signature of Authorized Representative

Printed Name: Wil Brown

Title: Manager

Date: 2/8/18

THE STATE OF Texas 
COUNTY OF Harris

Before me, a notary public, on this day personally appeared Wil Brown, 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 8th day of February 2018

(Seal)

Leslie V. Winston  
Notary Public, State of Texas  
Notary ID # 1118278-4  
My Commission Expires February 1, 2022

Notary Public Signature
By: ____________________________
Signature of Authorized Representative

Leslie Holleman
Printed Name

Manager of G.P.
Title

2/27/18
Date

THE STATE OF Texas §
COUNTY OF Brown §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 2018

(Seal)

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

[Printed Name]

Manager

Title

[Date]

THE STATE OF Texas

COUNTY OF Tarrant

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this [Date] day of February, 2018

(Seal)

[Notary Public Signature]

MEGAN KATHLEEN GREGOR
NOTARY PUBLIC STATE OF TEXAS
ID # 13099174-7
COMM. EXP. 02-17-2021
**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
### Applicant Information Page

Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Doak Brown</td>
<td><strong>Phone:</strong> (713) 432-7727</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:doak@thebrownstonegroup.net">doak@thebrownstonegroup.net</a></td>
<td><strong>Office:</strong> (713) 432-7727</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 6517 Mapleridge</td>
<td><strong>Extension:</strong></td>
</tr>
<tr>
<td><strong>Street:</strong></td>
<td><strong>City:</strong> Houston</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
<td><strong>Zip:</strong> 77081</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Leslie Holleman</td>
<td><strong>Phone:</strong> (970) 507-0451</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:leslie@holleman-associates.com">leslie@holleman-associates.com</a></td>
<td><strong>Office:</strong> (970) 507-0451</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Kathryn Saar</td>
<td><strong>Phone:</strong> 512-828-6413</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:kathryn@holleman-associates.com">kathryn@holleman-associates.com</a></td>
<td><strong>Office:</strong> 512-828-6413</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 943 S Lake Street</td>
<td><strong>Mobile:</strong></td>
</tr>
<tr>
<td><strong>Street:</strong></td>
<td><strong>City:</strong> Salt Lake City</td>
</tr>
<tr>
<td><strong>State:</strong> UT</td>
<td><strong>Zip:</strong> 84105</td>
</tr>
</tbody>
</table>
### Competitive Housing Tax Credit Selection Self-Score

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

<table>
<thead>
<tr>
<th>Criteria Promoting Development of High Quality Housing</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
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</tbody>
</table>

**High Quality Housing Total** 17

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

**Serve and Support Texans Most in Need Total** 44

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

**Community Support and Engagement Total** 11

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

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

<table>
<thead>
<tr>
<th>Point Deductions</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
</table>

**Total Application Self Score** 115
Site Information Form Part I
Self Score Total: 115

1. Development Address (All Programs)

   NEC Lancaster St & Bellfort St
   Houston

   Address: NEC Lancaster St & Bellfort St
   City: Houston

   Region: 6  Zip: 77087  County: Harris  Rural/Urban: Urban

2. Census Tract Information (All Programs)

   Census Tract Number: 48201332600
   QCT?: Yes
   Median Household Income: 31909.00
   Quartile: 4q
   Poverty Rate: 34.4

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

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

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

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

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

   Development Site is appropriately zoned? Yes  Zoning Designation: no zoning
   Flood Zone Designation: X, AE  Entire Development Site is outside the 100 year floodplain: No

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

   Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cornelius EL</td>
<td>PK through 5</td>
<td>Yes</td>
</tr>
<tr>
<td>Hartman Middle</td>
<td>6 through 8</td>
<td>Yes</td>
</tr>
<tr>
<td>Sterling HS</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

   n/a School district has no attendance zones and the closest schools are listed.
   n/a 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: ______________________
| Evidence of Zoning and/or Evidence of Re-Zoning Process | x |
| Evidence of Flood Zone Designation | x |
| School Attendance Zone Map with Development labeled; 2017 TEA accountability information for each school | x |
| UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year. | n/a |

**Supporting Documentation for the Site Information Form Part I**

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
- Twice the State Average of Units Per Capita
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household
- Educational Quality (all Applications)

- 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
Appendix A
Site Vicinity Map
Undeveloped Land
7409 Bellfort St.
Houston, TX 77087

Project Number:
EP-6498
Source: GOOGLE
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.
To: Whom It May Concern

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

Effective Date: January 1, 2018

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, 2019.

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.
### 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**: DISTINCTION EARNED
- **Academic Achievement in Social Studies**: NOT ELIGIBLE
- **Top 25 Percent Student Progress**: NO DISTINCTION EARNED
- **Top 25 Percent Closing Performance Gaps**: NO DISTINCTION EARNED
- **Postsecondary Readiness**: NO DISTINCTION EARNED

### Performance Index 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>805</td>
<td>1,042</td>
<td>77</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>364</td>
<td>1,000</td>
<td>36</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>768</td>
<td>1,600</td>
<td>48</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>43.0</td>
<td>N/A</td>
<td>43</td>
</tr>
</tbody>
</table>

### System Safeguards

#### Number and Percentage of Indicators Met
- **Performance Rates**: 19 out of 21 = 90%
- **Participation Rates**: 12 out of 12 = 100%
- **Graduation Rates**: N/A

**Total**: 31 out of 33 = 94%

---

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

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

Did Not Meet Standards on
- NONE

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,714</td>
<td>3,908</td>
<td>69</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>354</td>
<td>1,000</td>
<td>35</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>764</td>
<td>2,000</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>31.0</td>
<td>N/A</td>
<td>31</td>
</tr>
</tbody>
</table>

STARR Score
Graduation Rate Score
Graduation Plan Score
Postsecondary Component Score

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
DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type
Middle School

Campus Size
1,369 Students

Grade Span
06 - 08

Percent Economically Disadvantaged
88.2

Percent English Language Learners
27.8

Mobility Rate
13.2

Percent Served by Special Education
8.4

Percent Enrolled in an Early College High School Program
0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>19 out of 30 = 63%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates N/A</td>
<td>N/A</td>
<td>100%</td>
</tr>
</tbody>
</table>

Total
31 out of 42 = 74%

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

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

<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 (Target Score=60)</td>
<td>1,077</td>
<td>2,156</td>
<td>50</td>
</tr>
<tr>
<td>2 - Student Progress (Target Score=17)</td>
<td>218</td>
<td>1,000</td>
<td>22</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps (Target Score=30)</td>
<td>508</td>
<td>1,600</td>
<td>32</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness (Target Score=60)</td>
<td>7.9</td>
<td>21.0</td>
<td>21.4</td>
</tr>
<tr>
<td>STAAR Score</td>
<td>21.0</td>
<td>14.2</td>
<td>65</td>
</tr>
</tbody>
</table>

Distinction Designation

Academic Achievement in ELA/Reading
DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type
High School
Grade Span
09 - 12
Percent Economically Disadvantaged
75.8
Percent English Language Learners
12.6
Mobility Rate
34.0
Percent Served by Special Education
16.5
Percent Enrolled in an Early College High School Program
0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>7 out of 24</td>
<td>29%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>1 out of 5</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td>20 out of 41</td>
<td>49%</td>
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For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
### Site Information Form Part II

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

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

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

- 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.

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

- Development is Urban 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.

<table>
<thead>
<tr>
<th>Application is seeking points for Opportunity Index.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>0</td>
</tr>
</tbody>
</table>

If necessary, provide a brief summary of how the Development Site is justifying the points selected:

n/a
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); |
| No | 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; |
| Yes | Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside. |

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>48201332700</th>
<th>Contiguous Census Tract #</th>
<th>4820133600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contiguous Census Tract #</td>
<td>48201332500</td>
<td>Contiguous Census Tract #</td>
<td>48201332200</td>
</tr>
<tr>
<td>Contiguous Census Tract #</td>
<td>48201332300</td>
<td>Contiguous Census Tract #</td>
<td>48201333100</td>
</tr>
</tbody>
</table>

Application is seeking points for Underserved Area. 

Total Points Claimed: 5

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

| n/a | Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside. |
| n/a | AND |

| n/a | Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building. OR |

| n/a | Population of Place is 500,000 or more and Development is located w/in 4 miles of the main municipal government administration building. |

Application is seeking points for Proximity to the Urban Core. 

Total Points Claimed: 0

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

| Region: | 6 Urban |

| x | Development is in an Urban Area. |
| x | 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. |
| x | Plan is current at the time of Application and officially continues for a minimum of three years thereafter. |
| x | Plan has been adopted by the municipality or county and resolution or certification is attached. |
| x | Letter from appropriate local official, target area map, and supporting documentation are provided. |
| x | 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. |
| x | Evidence of sufficient, documented and committed funding to accomplish the plan's purposes on its established timetable is provided. |
| x | No points were claimed for Opportunity Index, but location would qualify for at least 4 points under $11.9(c)(4)(B): |

<table>
<thead>
<tr>
<th>full service grocery store (1 mile)</th>
<th>university or community college (5 miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>pharmacy (1 mile)</td>
<td>outdoor recreation facility available to public (1 mile)</td>
</tr>
</tbody>
</table>

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

OR
### Application is seeking points for Concerted Revitalization.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Claimed Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)</td>
<td>7</td>
</tr>
<tr>
<td>§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)</td>
<td>10</td>
</tr>
<tr>
<td>§11.9(c)(8) - Readiness to Proceed (Competitive HTC Applications ONLY)</td>
<td>5</td>
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</table>

### Application is seeking points for Declared Disaster Area.

<table>
<thead>
<tr>
<th>Requirement</th>
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<tr>
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<td>7</td>
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<tr>
<td>§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)</td>
<td>10</td>
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<tr>
<td>§11.9(c)(8) - Readiness to Proceed (Competitive HTC Applications ONLY)</td>
<td>5</td>
</tr>
</tbody>
</table>

### Application is seeking points for Readiness to Proceed.

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<tr>
<td>§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)</td>
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<td>§11.9(c)(8) - Readiness to Proceed (Competitive HTC Applications ONLY)</td>
<td>5</td>
</tr>
</tbody>
</table>
## Supporting Documentation for the Site Information Form Part II

### n/a 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

### n/a Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
- Evidence of Attorney General of Colonia boundaries; and
  [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

### n/a Evidence of Regular 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, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

### n/a Evidence of Costs or Membership Fees, Age Restrictions, as Applicable

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

Rural:
- n/a
- n/a
- n/a
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG.
- n/a
- n/a
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

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

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

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

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

- Loan or equity commitments with evidence of completed due diligence.
- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider.
<table>
<thead>
<tr>
<th>Evidence from lender that the lenders’ third party reports have been ordered</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed architect contract</td>
<td>Checked</td>
</tr>
<tr>
<td>Executed Agreement as of February 1, 2018</td>
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</tr>
<tr>
<td>Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record</td>
<td>Checked</td>
</tr>
<tr>
<td>Timeline for architectural and engineering services including permitting</td>
<td></td>
</tr>
<tr>
<td>Permit-ready architectural plans</td>
<td></td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority</td>
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</tr>
<tr>
<td>Description from architect of record of current stage of architectural plans</td>
<td></td>
</tr>
<tr>
<td>Evidence that site development permit application has been submitted and received by the appropriate permitting authority</td>
<td></td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
<td>Checked</td>
</tr>
<tr>
<td>Timeline included. Land acquisition will be concurrent with debt and equity closing.</td>
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<tr>
<td>Description of timing for construction permits</td>
<td>Checked</td>
</tr>
<tr>
<td>Timeline included, also described in architect critical path (above)</td>
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</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
<td>Checked</td>
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<tr>
<td>MOU with Brownstone Construction, Ltd. including draft stipulated sum construction contract.</td>
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<tr>
<td>Description of timing for execution of construction contracts</td>
<td>Checked</td>
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<tr>
<td>MOU with Brownstone Construction, Ltd. including draft stipulated sum construction contract.</td>
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</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200</td>
<td>n/a</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200</td>
<td>n/a</td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.</td>
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</tr>
<tr>
<td>Project execution plan</td>
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</table>
Debt & equity letters from Regions Bank (Tab 35) evidence acknowledgement of readiness to proceed and closing no later than October 31, 2018.
LANCASTER SENIOR VILLAGE

Underserved Area Evidence

Select Year
- 2018
- 2017

SITE
LANCASTER SENIOR VILLAGE

Census Tract Entirely Within City Limits of Houston with population over 150,000

48201332600 / our census tract
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<th>Original EDHCA#</th>
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<th>Development Name</th>
<th>Project Address</th>
<th>Project City</th>
<th>Project County</th>
<th>Zip Code</th>
<th>LIHTC Amt Awarded</th>
<th>Total Units</th>
<th>LIHTC Units</th>
<th>Population Served</th>
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<th>Census Tract</th>
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<td>Anderson</td>
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### Contiguous Census Tracts

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<th>Project City</th>
<th>Zip Code</th>
<th>LTHC AMT Awarded</th>
<th>Total Units</th>
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**LANCASTER SENIOR VILLAGE**

Contiguous Census Tracts

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<th>D</th>
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<th>H</th>
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<tbody>
<tr>
<td></td>
<td>TOTB</td>
<td>Orig</td>
<td>Year</td>
<td>Board Approval</td>
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<td>County</td>
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<td>Elderly</td>
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February 27, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs (TDHCA)
221 East 11th Street
Austin, Texas 78701

Re: Lancaster Senior Village, Houston, Texas – TDHCA Application #18138

Mr. Irvine:

This letter is submitted in connection with Lancaster Senior Village's application for 9% low income housing tax credits for the construction of a multifamily, affordable development, located at NEC Lancaster Street and Belfort Street, Houston, Texas, 77087 (the "Development"). It is my understanding that the Development is seeking points under Section 11.9,d,(7)(A) – Concerted Revitalization Plan for Developments in an Urban Area of the OAP. This letter is intended to address and confirm the qualifications and requirements of that section for the awarding of points to the Development.

Reinvestment Zone Number Eight (the "Zone"), also known as a TIRZ, was created and its Project Plan and Reinvestment Zone Financing Plan (the "Plans") were adopted by the City Council of the city of Houston on December 17, 1997, and as amended on July 7, 1999, August 11, 1999 and December 17, 2014 (the "Amendments"). The proposed Development is located in the boundaries of the Zone. The current expiration of the Zone is in the year 2044.

More than 20 years ago, the City of Houston recognized a need for revitalization in the area. It responded with the creation and adoption of the Zone and the approval of its Plans to facilitate the acquisition and redevelopment of the Gulfgate Shopping Center. In subsequent years, three Amendments to the Plan resulted first in additional roadway and infrastructure work near the shopping center and most recently in expansion of both the boundaries and scope of the Zone. This was especially important as substantial, recent and ongoing public and nonprofit investment focused...
around William P. Hobby Airport offered a unique and timely opportunity to expand the Zone and couple its resources with those of partner organizations such as the City of Houston, Scenic Houston and the Hobby Area Management District to enhance revitalization efforts and spur private activity.

Planned investments and community development efforts by the Tax Increment Reinvestment Zone are a response to concerns by area residents and issues and opportunities raised by the Board of Directors of the TIRZ, the Hobby Area Management District, and elected leadership. Emphasis on improvements to major corridors such as Long Road, Dixie Road and Bellfort Street are in response to concerns by residents about the lack of investment in public rights-of-way. Improvements along Broadway Street were completed with input by area residents. The Livable Centers Study for the Hobby Area that resulted in suggested improvements to the area, including affordable senior housing at the site of the Development, was in part the result of an extensive public input process completed by the Hobby Area Management District. The TIRZ continues this process by regularly incorporating public input into budget decisions and efforts to leverage outside resources.

As resources have been invested into the community over the last 20 years by the TIRZ and its partner organizations, land and housing values have risen, blight has been removed, sense of safety has increased and community amenities have improved. These are an indication that the Zone is helping to revitalize the area, and this progress is fully expected to continue over the remaining life of the Zone. The area is suitable for affordable, senior multifamily housing as confirmed by the Livable Centers study conducted by the Hobby Area Management District.

The following investments were financed by the Zone toward the revitalization of the area from its inception to the present:

- $14,750,000 in acquisition and improvement costs associated with the development of the Gulfgate Shopping Center (complete)
- $4,590,000 in capital improvements, including roadway, streetscape and infrastructure improvements along roadways in proximity to the shopping center (complete)
- $1,550,000 as part of a $23 million partnership to enhance Broadway Street with the Hobby Area Management District, Scenic Houston, the City of Houston and numerous foundations and private donors (project complete and funds to be dispersed through 2019)
- $2,800,000 in funds budgeted toward corridor mobility enhancements throughout the TIRZ over the course of the next five years (no specific project funded at this time)
- $3,530,000 in funds budgeted toward five green space and trail enhancement projects along Sims Bayou that add value and connectivity to trail improvements underway through the Houston Parks Board and the US Army Corps of Engineers (improvements in design and funded for implementation)
The Zone will continue to focus on revitalizing this part of our community directly and in partnership with other local and governmental agencies.

I have read the qualifications and requirements of Section 11.9.d,(7)(A) - Concerted Revitalization Plan for Developments in an Urban Area of the OAP, and confirm that the Zone meets the definition of a Community Revitalization Plan ("CRP") area as defined by the Texas Department of Housing and Community Affairs.

If you have any questions regarding the Revitalization Area or this development, please contact me at 713.595.1200.

Sincerely,

Sonny Garza
Chairman, Tax Increment Reinvestment Zone No. 8
A RESOLUTION IDENTIFYING CERTAIN PROPOSED DEVELOPMENTS OF AFFORDABLE RENTAL HOUSING AS CONTRIBUTING TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF HOUSTON, TEXAS MORE THAN ANY OTHER IN THE AREA IN WHICH THE APPLICABLE DEVELOPMENT IS LOCATED; 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 captioned "Applicant Name" (individually referred to as "Applicant") on Schedule I attached hereto has proposed a development for affordable rental housing ("Housing Community") whose name and location are set forth on Schedule I beside the name of such Applicant in the columns 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 on Schedule I beside the name of such Applicant in the column captioned "TDHCA 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 (the "TDHCA") for an allocation of 2018 Competitive 9% Housing Tax Credits ("HTCs") for the Applicant’s Project; and

WHEREAS, the City Council finds that HTCs are awarded by TDHCA through a competitive point scoring system and that additional points are awarded to developments that are located in an area for which a concerted revitalization plan ("CRP") has been adopted and that are explicitly identified by a municipality in a resolution as contributing more than any other to the municipality’s concerted revitalization efforts within the CRP area ("CRP Area") in which the development is located; and

WHEREAS, the City Council finds that the 2018 Qualified Allocation Plan ("2018 QAP") prepared by the TDHCA for the awarding and allocation of HTCs provides that a Tax Increment Reinvestment Zone ("TIRZ") may qualify as a CRP Area, provided that the plan applicable thereto meets the requirements set forth in § 11.9(d)(7)(A)(i)(I) - (V) of the 2018 QAP; and

WHEREAS, the City Council finds that each Applicant’s Project listed on Schedule I is located in a separate CRP Area whose name is set forth on Schedule I beside the name of such Applicant’s Project in the column entitled “CRP Area”; and
WHEREAS, the City Council finds that only one Applicant’s Project listed on Schedule I is located in each CRP Area listed on Schedule I; and

WHEREAS, the City Council, as the governing body of the City, desires to assist each Applicant and the success of each Applicant’s Project by explicitly identifying each Applicant’s Project as contributing more than any other to the CRP of the CRP Area in which such Applicant’s Project is located; 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 explicitly identifies each Applicant’s Project confirms that it supports each Applicant’s Project listed on Schedule I as contributing more than any other to the Consolidated Revitalization Plan for the CRP Area in which such Applicant’s Project is located.

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)
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CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: 02/20/2018

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<td>Greenspoint TIRZ</td>
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<tr>
<td>Campanile on Commerce LP</td>
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<td>2800 Commerce St</td>
<td>Harrisburg TIRZ</td>
<td>18306</td>
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<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>Near 7409 Bellfort/NW corner of intersection of Bellfort and Telephone Rd</td>
<td>Gulfgate TIRZ</td>
<td>18138</td>
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Lancaster Senior Village CRP qualifications for the City of Houston’s Tax Increment Reinvestment Zone No. 8 (the “TIRZ”). Several sources of official documentation listed below have been used to verify that this TIRZ meets the requirements of the QAP as a Concerted Revitalization Plan:

- City Ordinance #97-1572 establishing the TIRZ and creating the original Project Plan and Reinvestment Zone Financing Plan (the “Original Plan”)
- Ordinance #’s 1999-707 & 1999-824 which amended the Original Plan as evidence of continued efforts to support development in the boundary of the TIRZ; First and Second Amendment respectively
- City Ordinance #2014-1193 – Again amending the plans and adopting the Third Amended Project Plans and Reinvestment Zone Financing Plan dated November 25, 2014 (the “Current Plan”) and adopted December 17, 2014
- Letter from City of Houston Tax Increment Reinvestment Zone No. 8 to TDHCA dated February 27, 2018 (the “Letter”) to qualify for points under 11.9, d.,(7)(A)(ii)(I)
- Agenda from a recent meeting of the TIRZ
- Map of the TIRZ boundaries within the larger city limits indicating that the TIRZ is larger than the proposed development but small than the city as a whole.

Requirements of the QAP

(7)(A)(i) – “an area which was once vital and has lapsed into a situation requiring concerted revitalization and where a concerted revitalization plan has been developed and executed. The area targeted...must be larger than the assisted housing footprint and...a small group of neighborhoods with common...problems.”

- Gulfgate Mall (“Gulfgate”), encompassing 51 acres, was once a vital shopping center in the part of the city of Houston near Interstate Highway 45 and South Loop 610 Freeway.
- Gulfgate experienced a two decade period of decline which accelerated over the last 10 years leading up to the year 1997 when Dillard’s, General Cinema and Service Merchandise all closed; leaving Gulfgate at approximately 30% occupancy.
  - This vacancy and blight was a detriment to the health and safety of the surrounding community
- City created TIRZ 8 to address issues identified as being problematic, namely a functionally obsolete main mall, many blighted structures in the surrounding area, increased crime and a demographic change which necessitated a new approach to serving that community
- The Letter notes that the plan has been executed as evidenced by five examples of projects which have been completed or funds committed totaling $27,220,000 in expenditure
- Section Two – The Part C Plan, part A. of the Current Plan describes successes through the execution of the Original Plan

(7)(A)(i)(I) - On December 10th, 1997 the city of Houston created the Gulfgate TIRZ #8 via Ordinance #97-1572 establishing the Original Plan, its budget and source of funds. On December 17, 2014 the city amended and adopted the Current Plan, which included a revised budget, via Ordinance #2014-1193.
(7)(A)(i)(II) – “The problems in the...area must have been identified through a process in which the affected local residents had an opportunity to express their views on the problems facing the area and how those problems should be addressed and prioritized.”

- Prior to the creation of the TIRZ and the passing of all subsequent Amendments, the city of Houston held public hearings where members of the community had the opportunity to express issues of concern in the area of the proposed TIRZ and how those should be addressed, as noted in the Original plan to recreate Gulfgate to serve the growing Hispanic community a noted in item 4 at the bottom of page 5 and top of page 6 of the Original Plan.
- The Board of the TIRZ is comprised of member of the community.
- After its creation, the TIRZ holds regularly scheduled meetings open to the public where plans, strategies and public comments are discussed as part of the TIRZ’s on-going business to serve the community.
- The Original Plan notes blight being an issue.
- Part A: AMENDED TIRZ PLAN (EXPANSION AREA) Section I, A. notes on page 4 that obsolete platting and drainage systems based on prior uses is detrimental to redevelopment and would prolong blight. On page 16 Section I, D. discusses private sector upgrades to utilities and the creation of the East End Management District (still in existence as of 2018) to work on “beautification, crime prevention, transportation planning, and workforce training”...to “complement the public infrastructure improvements proposed for this area by Gulfgate TIRZ.”
- The Letter evidences that the TIRZ has sought community involvement for the identification of issues and developing solutions to address them. This has been accomplished by a board of directors which are members of the community, holding regular meetings in the area of the TIRZ which are open to the public, allotting time during regular meetings for members of the public to speak, and collaborating with other civic oriented groups to obtain information from their community meetings.

(7)(A)(i)(III) – The various plans, from Original to Current, will sufficiently document that the issues identified at the inception of the TIRZ have been sufficiently addressed. The Letter summarizes efforts and collaborations which the TIRZ has been involved to create a more vital economy and a more desirable neighborhood. The Letter itself in response to this application is evidence that the TIRZ supports affordable housing, but the TIRZ use of the livable centers study is another example. $3,530,000 of TIRZ funds allocated to green space and the city’s bayou trails system is evidence of a commitment to creating recreational space within the boundaries. Further, the plans all discuss the attracting of private sector investment to satisfy (-b-) of this section. In relation to transportation, Metro Houston has recently undertaken a complete reorganization of their transportation system which includes increased bus service in the area of the TIRZ. The Current Plan in Section II, B., Goal 3 identifies intensifying focus on green space (parks) and green connectivity as a means to create cohesive and vibrant communities.

(7)(A)(i)(IV) – See the Original Plan, all amended plans, the Current Plan and the Letter for evidence of sufficient, documented and committed funding which has been flowing in accordance with the Plan, has addressed many of the issues already and will continue to solve additional issues prior to the development being placed in service.
(7)(A)(i)(V) – The Current Plan in Section II, E. Reinvestment Zone Financing Plan notes on page 9 that the duration of the TIRZ is through December 31, 2044
City of Houston, Texas, Ordinance No. 97-1524

AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS (GULFGATE); AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * * *

WHEREAS, by City of Houston Ordinance No. 97-1524, adopted December 10, 1997, the City created Reinvestment Zone Number Eight, City of Houston, Texas (the "Gulfgate Zone") for the purposes of development and redevelopment within the area of the City generally (the "Gulfgate area"); and

WHEREAS, the Board of Directors of the Gulfgate Zone has approved the Project Plan and Reinvestment Zone Financing Plan attached hereto for the development and redevelopment of the Gulfgate Zone; and

WHEREAS, the City Council must approve the Project Plan and Reinvestment Zone Financing Plan; NOW, THEREFORE,

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

Section 1. That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.
Section 2. That the Project Plan and Reinvestment Zone Financing Plan attached hereto for Reinvestment Zone Number Eight, City of Houston, Texas, are hereby determined to be feasible and are approved.

Section 3. That the City Secretary is directed to provide copies of the Project Plan and Reinvestment Zone Financing Plan to each taxing unit levying ad valorem taxes in the Zone.

Section 4. That City Council officially finds, determines, recites and declares a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. That City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance 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 17th day of December, 1997.

APPROVED this ______ day of __________________ , 19__. 

__________________________________
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is DEC 23 1997.

__________________________________
City Secretary

(Prepared by Legal Dep't) (DFM/dfm December 16, 1997) Senior Assistant City Attorney (Requested by Robert M. Litke, Director, Planning and Development) (L.D. File No. 34-97066-04)
REINVESTMENT ZONE NUMBER EIGHT,
CITY OF HOUSTON, TEXAS
GULFGATE REINVESTMENT ZONE
PROJECT PLAN
AND
REINVESTMENT ZONE FINANCING PLAN

December 17, 1997
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Reinvestment Zone Number Eight, City of Houston, Texas
Gulfgate TIRZ Project & Financing Plan
12/17/97
I. Overview Summary/Facts

1. The Gulfgate Shopping Center ("Shopping Center") area, located at the northwest corner of the intersection of Interstate Highway 45 South ("Gulf Freeway") and South Loop 610 Freeway, Houston, Texas, and the surrounding area has been in severe decline for two decades, suffering significant blight and deterioration during the last ten years. Reinvestment Zone Number Eight, City of Houston, Texas - Gulfgate ("TIRZ") encompasses approximately 67.58 acres; the Shopping Center property contains approximately 51.00 acres, 12.68 acres are public rights-of-way and 3.90 acres are peripheral properties.

Due to the increasing vacancy within the existing Shopping Center and the increasing deterioration of the immediate area in general, the assessed value of the Shopping Center has declined from approximately $13.00 million to $8.06 million over the last five years, a decline of 38% which is ongoing. The Shopping Center has experienced and is continuing to experience a loss of major and local tenants. For example, Dillard's Department Store closed in January 1997, General Cinema closed in May 1997 and Service Merchandise closed in July 1997. Sales tax collections from the Shopping Center have declined materially. The current occupancy of the Shopping Center is approximately 30% and the area surrounding it has experienced similar deterioration and property devaluation.

2. The Developer, Edmond D. Wulfe, Trustee ("Wulfe") or an entity in which he will be principal, proposes to acquire and demolish all or most of the Shopping Center and construct a new approximately 550,000 square foot regional retail power center and attendant facilities. Due to the extraordinary circumstances involved in the redevelopment of the Shopping Center, including the financing shortfall, infrastructure improvements, and the overwhelming deterioration of this area, this landmark high profile project will not occur at any point within a reasonable time frame "but for" the creation and participation in the Zone by all jurisdictions.
3. The Shopping Center site has been on the market for several years and was previously under contract to a different purchaser for almost one year, but the project was abandoned by the prospective purchaser after concluding that redevelopment of the center was not feasible. The structure’s layout is obsolete and not marketable for today’s retail environment. Upgrading it to meet today’s building code is cost prohibitive. Environmental conditions, particularly the need to abate asbestos in the existing structure and to fill a dangerous underground tunnel system, only exacerbate the cost-prohibitive problems.

4. The overall development cost of the Shopping Center, including the site acquisition cost, is estimated at $50,000,000. Wulfe will endeavor to secure acquisition, construction and permanent financing for the project. A not-for-profit corporation created by the City known as the Gulfgate Redevelopment Authority will acquire the project and long-term lease it to a Joint Venture, which will be owned 50% by Wulfe and 50% by the Houston Redevelopment Authority (HRA), an existing not-for-profit corporation. The HRA is a subsidiary of the Houston Housing Finance Corporation.

The project plan for the Shopping Center includes the development of a new 550,000 square foot regional retail power center located at one of Houston’s busiest intersections with over 320,000 cars per day passing the site. The anticipated major retail tenant mix will include:

- Home Improvement Center
- Supermarket
- Discount Department Store
- Electronics Store
- Apparel Retail (2)
- Movie Theater
- Sporting Goods Store
- Restaurants (3)
- Fast Food Restaurants (4)
- Cafeteria
- Pet Supply Store
- Office Supply Store
- Hobby & Crafts Store
- Major Bridal Store
- Drug Store
- Video Rental Store
- Automotive Center

The new Shopping Center will target the substantial and ever-increasing Hispanic market in east Houston. Wulfe commissioned a feasibility/market study by CDS Research of Houston to quantify the depth of this Hispanic market (see Appendices).
Shopping Center will also focus on this dominant market segment and address its unique purchasing demands.

5. Construction of the new Shopping Center is estimated to be completed by 2001; it will be open for business in November, 1999. It is anticipated that the new Shopping Center will be the catalyst for a renaissance of the immediate area. The Meyerland Shopping Center renovation, in which Wulfe was the Developer, provides a good current example of the potential for area redevelopment demand based on a successful new project.

6. When completed, the redevelopment by itself will add an estimated $42,000,000 of captured assessed valuation from the Gulfgate Shopping Center. Significant redevelopment of the surrounding property in the TIRZ is also anticipated. CDS Research estimates potential sales subject to sales tax collection at $117,800,000 based on market surveys, which would generate approximately $1,178,000 in sales tax revenue to the City.

7. It is estimated that the new Shopping Center will create approximately 1,300 new permanent jobs over and above the jobs which will be created during the construction of the complex.

8. The TIRZ will seek HISD and Harris County participation.
II. Reinvestment Zone Number Eight, City of Houston, Texas
(Gulfgate) Project Plan

A. Summary

Gulfgate Shopping Center, Houston's first enclosed shopping center, was developed and opened in 1956. It is located at the key intersection of Interstate 45 South ("Gulf Freeway") and the 610 Loop South ("South Loop 610"). The redevelopment of the Shopping Center requires TIRZ financing of an estimated $6.5 million, of which $5.25 million will be used for the acquisition of the Shopping Center. The TIRZ financing is required due to the substantial costs associated with the redevelopment of the site including the demolition, site work and environmental abatement which are attendant to the redevelopment of a 40-year old blighted project. Further, without participation by the TIRZ Plan this project will not occur. The use of a TIRZ will unite this important public/private partnership to rehabilitate this important area of the City.

Exhibit A, an airphoto, illustrates the existing land uses comprised of a blighted shopping center, vacant movie theaters, a vacant gas station and vacant land. Exhibit B illustrates the existing conditions of the real property within the Zone.

Exhibit C illustrates the proposed site plan layout of the Shopping Center. The existing Shopping Center will be demolished and a new 550,000 square foot center will be constructed.

B. Municipal Ordinances

The proposed redevelopment of the Shopping Center does not propose any changes to City of Houston ordinances of building codes.

C. TIRZ Non-Project Costs

Total TIRZ non-project costs are estimated at $42,800,000. The Developer will provide construction and permanent financing for the development through a third party lender.

D. Relocation

No residents will be displaced.
Exhibit A - Existing Uses/Airphoto
Exhibit B - Property Conditions
Exhibit C - Proposed Site Plan
III. Reinvestment Zone Number Eight (Gulfgate) Final Financing Plan

A. Estimated Project Cost Description

The estimated project cost for the Zone is $6.5 million of which $5.25 million will be used by the Gulfgate Redevelopment Authority for the acquisition of the Shopping Center and related expenses. The Gulfgate Redevelopment Authority will execute a long-term (30 year) lease back, with a purchase option, to a Joint Venture which will redevelop it. The Joint Venture or Limited Partnership (the “Joint Venture”) will be composed of a Wulfe-controlled entity and the Houston Redevelopment Authority (“HRA”), a not-for-profit corporation.

HRA and Wulfe will each furnish $1,950,000 to the Venture as their initial equity contributions. Each Venturing Partner will make an additional equity contribution of approximately $565,000 at a later date. Upon substantial completion of the redevelopment, equity contributions from the Venturing Partners will equal approximately $2,515,000 each.

In lieu of paying the additional $565,000 in cash, the HRA may make its contribution in the form of capital improvements, provided by the City, to the extent that such capital improvements are included in the construction budget for the Shopping Center. The specific items eligible for credit against the equity contribution will be subject to approval by the City through the Development Agreement.

The total cost of the project, which includes acquisition, demolition and development of the new Shopping Center containing approximately 550,000 square feet is estimated at approximately $50 million. The estimated budget for TIRZ reimbursement is $6.5 million, which includes the acquisition cost, bond issuance cost and related professional fees, plus interest. The estimated interest on the $6.5 million in bonds or notes is approximately $8.251 million. Exhibit D illustrates the annual estimated debt service requirements to support the $6.5 million in bonds or notes, based on a 9.5% interest rate. In addition, the administrative expenses for operating the Zone will also be paid from Zone revenues. The cost of administration over the life of the Zone is approximately $740,000 and is illustrated as annual payments on Exhibit E. The proposed duration of the Zone is 30 years.
have a right-of-first refusal if either Partner wants to sell. The Joint Venture will assume the existing outstanding mortgage without recourse. Wulfe Gulfgate, Inc. will serve as Managing Partner or General Partner. On behalf of the Joint Venture, Wulfe will endeavor to secure third party financing for the balance of the acquisition, payment of the initial assumable loan, construction and related development costs in the amount of approximately $40,000,000. During the life of the Joint Venture, each Venturing Partner will share in all new revenues generated by the Shopping Center in proportion to its ownership interest. If additional capital beyond the projected $2,515,000 each is required, either party may provide it and be repaid before the Venturing Partners receive any distribution.

The Gulfgate Redevelopment Authority will issue bonds or notes in an amount required to pay the estimated $6.5 million, plus capitalized interest and related TIRZ expenses. The TIRZ, the City and the Redevelopment Authority will enter into a contract pursuant to which the City and TIRZ will pay the tax increments to the Redevelopment Authority. The Redevelopment Authority will use these tax increment payments to secure the repayment of the bonds or notes. Wulfe will not commence any construction phase for the new Shopping Center until leases are in place to generate a cash flow sufficient to service any construction and related development loans.
Exhibit D: Amortized Schedule of Estimated Bonded Indebtedness To Be Incurred
# Amortized Debt Schedule of Bonded Indebtedness to Be Incurred

## Twenty Year Payment Schedule on Proposed 71.55 Acre Project

<table>
<thead>
<tr>
<th>Date</th>
<th>Principal Payment</th>
<th>Interest Payment</th>
<th>Total Payment</th>
<th>Balance Owing</th>
<th>Net TIRZ Revenues</th>
<th>Cumulative TIRZ Revenue</th>
<th>Net Cash Available</th>
<th>Debt (Net) Coverage</th>
<th>Debt (Cum) Coverage</th>
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<td>2.403</td>
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<td>3,407,228</td>
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</table>

### Notes:
- Assumes 9.5% interest rate.
- Assumes twenty year estimated debt schedule.
- Assumes loan paid off in 2021.
- Assumes a possible balloon payment in 2018.
- Assumes growth rate at 1.2%.
B. Economic Feasibility

A marketing survey prepared by CDS Research confirms the extent of this burgeoning market (see Appendices). CDS concluded that a redeveloped Shopping Center has an annual sales potential of $113,900,000 to $121,700,000 in 1997 dollars for a 550,000 square foot super community shopping center or power center. As much as 30% of the support for the Shopping Center could come from outside the City of Houston, providing a direct boost to City sales tax revenues. The CDS analysis was conservative in that it relied completely on the buying power of Trade Area Hispanic households to reach a conclusion about viability.

C. Project Financing Information for Bonded Indebtedness, Monetary Obligation Duration, and Method of Financing

All of the $6.5 million must be available no later than commencement of demolition or site work. To repay the estimated $6.5 million bonds or notes, it will be critical to obtain participation from the all three principal taxing jurisdictions. Exhibit E illustrates the projected tax increment revenues (captured appraised value) estimated to be generated on the incremental value over the life of the TIRZ. It is projected using current tax rates, that the annual TIRZ increment would average $800,000. Debt service payments are estimated at $737,000 annually calculated with a 9.5% interest rate over a 20-year debt schedule with an annual inflation rate of 1.2%. The financing does not require a tax rate increase.

D. Impact of City’s Participation

The estimated total appraised value of the Zone is $8.5 million. The projected value of the new center within the proposed TIRZ is approximately $50 million. The City portion of the increment calculated on a $50 million valuation is estimated at approximately $315,000 annually, based on current tax rates with a ninety-five percent (95%) tax collection rate. During the life of the Zone, the estimated captured appraised value on the City of Houston portion is
Exhibit E: Captured Appraised Value
### NEW TAX INCREMENT CREATED FROM PROPOSED DEVELOPMENT

<table>
<thead>
<tr>
<th>TAX YEAR</th>
<th>TOTAL TAXABLE VALUE</th>
<th>TAX INCREMENT</th>
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</thead>
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<tr>
<td>1997</td>
<td>8,063,000 BASE YEAR</td>
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</tr>
<tr>
<td>1998</td>
<td>8,063,000</td>
<td></td>
</tr>
<tr>
<td>1999</td>
<td>12,159,756</td>
<td>4,096,756</td>
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<tr>
<td>2000</td>
<td>28,305,673</td>
<td>20,242,673</td>
</tr>
<tr>
<td>2001</td>
<td>48,645,341</td>
<td>40,582,341</td>
</tr>
<tr>
<td>2002</td>
<td>49,229,085</td>
<td>41,166,085</td>
</tr>
<tr>
<td>2003</td>
<td>51,919,834</td>
<td>43,755,834</td>
</tr>
<tr>
<td>2004</td>
<td>55,441,672</td>
<td>47,378,672</td>
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<tr>
<td>2005</td>
<td>61,106,972</td>
<td>53,043,972</td>
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<tr>
<td>2006</td>
<td>61,840,256</td>
<td>53,777,256</td>
</tr>
<tr>
<td>2007</td>
<td>62,582,339</td>
<td>54,519,339</td>
</tr>
<tr>
<td>2008</td>
<td>63,333,327</td>
<td>55,270,327</td>
</tr>
<tr>
<td>2009</td>
<td>64,093,327</td>
<td>56,030,327</td>
</tr>
<tr>
<td>2010</td>
<td>64,862,447</td>
<td>56,799,447</td>
</tr>
<tr>
<td>2011</td>
<td>65,640,796</td>
<td>57,577,796</td>
</tr>
<tr>
<td>2012</td>
<td>66,428,486</td>
<td>58,365,486</td>
</tr>
<tr>
<td>2013</td>
<td>67,226,628</td>
<td>59,162,628</td>
</tr>
<tr>
<td>2014</td>
<td>68,032,335</td>
<td>59,969,335</td>
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<tr>
<td>2015</td>
<td>68,848,723</td>
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<td>2016</td>
<td>69,674,908</td>
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<td>2017</td>
<td>70,511,007</td>
<td>62,248,007</td>
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<tr>
<td>2018</td>
<td>71,357,139</td>
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</tr>
<tr>
<td>2019</td>
<td>72,213,425</td>
<td>64,150,425</td>
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<tr>
<td>2020</td>
<td>73,079,985</td>
<td>65,016,985</td>
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<tr>
<td>2021</td>
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<td>2022</td>
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<td>2023</td>
<td>75,742,562</td>
<td>67,667,562</td>
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<tr>
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<td>76,651,473</td>
<td>68,568,473</td>
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<td>2025</td>
<td>77,571,290</td>
<td>69,490,290</td>
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<tr>
<td>2026</td>
<td>78,502,146</td>
<td>70,439,146</td>
</tr>
<tr>
<td>2027</td>
<td>79,444,172</td>
<td>71,381,172</td>
</tr>
</tbody>
</table>

**TOTAL** 9,779,094 6,289,207 9,411,459 (740,000) 24,739,760 4,705,729

Assumes base year as shown on 1997 tax rolls for 51 acres which reflects a lower assessed value.
Assumes a 95% collection rate.
Assumes 1.2% growth rate.
Assumes total City increment dedicated to the TIRZ.
Assumes HISD at $0.64 to the TIRZ - remaining $0.32 to HISD.
Assumes first three years TIRZ administration included in the project debt.

A 50-50 split of the TIRZ will be used to repay the estimated $6.5MM shortfall. Estimated payback 20 years or 2018.

TIRZ proceeds can then be returned to the jurisdictions.

Assumes preliminary study as of 1/29/2017 - subject to revision per project financing.
$9,779,094. In addition, the new Shopping Center is projected to generate initially an estimated $825,000 annually in net sales tax revenue to the City. Over the life of the TIRZ, an estimated $1,274,000 in franchise fees and $2,796,000 in water and sewer fees will be generated to the City. Exhibit F illustrates these City revenues over the life of the TIRZ and the estimated captured appraised value. However, repayment on the notes or bonds is projected to take 20 years, or until 2018.

E. Impact of All Participating Jurisdictions

Upon completion of the new Shopping Center, after TIRZ reimbursement has been satisfied, the project will generate incremental revenue of approximately $429,000 annually to HISD, based on a $0.64/$100 participation, and approximately $287,000 annually to Harris County, based on a $0.42768/$100 participation.


# Gulfstate

PROJECTIONS OF CITY REVENUES ON PROPOSED 71.55 ACRE PROJECT

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TAXABLE VALUE</th>
<th>TAX INCREMENT</th>
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<td>BASE YEAR</td>
</tr>
<tr>
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<tr>
<td>2027</td>
<td>79,444,172</td>
<td>71,381,172</td>
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</table>

**TOTAL:**

| 1,528,140 | 9,779,094 | 11,205,358 |

**ASSUMPTIONS:**

- **Note 1:** Assumes 95% collection rate.
- **Note 2:** Assumes sales tax estimate based on square feet at $1.50.
- **Note 3:** Assumes City of Houston formula for franchise fees based on type and amount of usage. (.008*313*10.04*550,000.07)
- **Note 4:** Assumes water/sewer revenues based on City of Houston formula. (550,000.000223*315*365/1000)*
- **Note 5:** Assumes CDS sales tax revenue based on CDS Market and Economic Study with 30% of the revenue generated from outside the City of Houston.

**Additional City Revenues:**

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<th>(Note 3)</th>
<th>(Note 4)</th>
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<tr>
<td>1% CITY</td>
<td>48,615,892</td>
<td>36,799,486</td>
<td>20,956,486</td>
<td>81,333,327</td>
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<tr>
<td>FRANCHISE FEES</td>
<td>50,938</td>
<td>39,075</td>
<td>90,013</td>
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<td>WTR/SWR REVENUES</td>
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<td>TOTAL</td>
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<td>36,799,486</td>
<td>20,956,486</td>
<td>81,333,327</td>
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**TOTAL:**

| 21,280,199 | 1,274,278 | 2,795,963 | 25,350,439 | 38,927,316 |

**Note:** Assumes preliminary study as of 12/12/97 - subject to revision per project financing.
IV. Proposed Schedule of Improvements

The Shopping Center improvements are proposed to be completed by 2001. Below is an outline of the projected schedule for construction and installation of improvements:

A. Year One to Year Five - January 1, 1998 to December 31, 2002

Years One through Five of this Plan will commence on January 1 in 1998, 1999, 2000, 2001 and 2002 and will terminate December 31, in each year. Activities shall include: construction of water, sanitary sewer, storm water detention, drainage, paving, demolition, environmental abatement, other construction activities and related professional activities to serve the development as proposed and budgeted.

In addition, the administration of the TIRZ shall be directed by the Board of Directors of the TIRZ and funded through the TIRZ under the provisions of Chapter 311, Tax Code. The Board will provide for TIRZ Administration, Legal Counsel, Finance and Administration, Engineering, etc.

B. Year Six to Year Ten - January 1, 2003 to December 31, 2007

Years six through ten of this Plan will commence on January 1 of each year in the years 2003 through 2007, and terminate on December 31 of each of those years. Activities shall include any necessary construction activities and related services, other appropriate consultant services, and administrative services related to the implementation of the Project Plan.

In addition, the administration of the TIRZ shall be directed by the Board of Directors of the TIRZ and funded through the TIRZ under the provisions of Chapter 311, Tax Code. The Board will provide for TIRZ Administration, Legal Counsel, Finance and Administration, Engineering, etc.
C. Year Eleven to Year Thirty - January 1, 2008 - December 31, 2027

Years eleven through thirty of this Plan will commence on January 1 of each year in the years 2008 through 2027, and terminate on December 31 of each of those years. Activities shall include any necessary construction activities and related services, other appropriate consultant services, and administrative services related to the implementation of the Project Plan.

In addition, the administration of the TIRZ shall be directed by the Board of Directors of the TIRZ and funded through the TIRZ under the provisions of Section 311, Tax Code. The Board will provide for TIRZ Administration, Legal Counsel, Finance and Administration, Engineering, etc.
APPENDICES TO
TIRZ PROJECT
AND
FINANCING PLAN
Appendix 1: Legal Description
BEGINNING AT A POINT located at the intersection of the south right-of-way line of Interstate 45 ("I-45") South Frontage Road and east right-of-way line of Woodridge in Houston, Harris County, Texas;

Thence, along the south right-of-way line of I-45 Frontage Road a distance of approximately 3,800 feet in a southeasterly direction to the west right-of-way line of Evergreen Street;

Thence, along the west right-of-way line of Evergreen Street a distance of approximately 1,720 feet in a southerly direction to a point located in the western right-of-way line of Evergreen Street 125 feet north of the northern right-of-way of Arnim Street;

Thence, westerly along the north boundary line of Sturman Park Subdivision a distance of approximately 1,950 feet to the south right-of-way line of Interstate Highway 610 South ("Loop 610");

Thence, westerly along the south right-of-way of Loop 610 a distance of approximately 635 feet to its intersection with the western right-of-way line of Woodridge;

Thence, northerly along the west right-of-way line of Woodridge a distance of approximately 500 feet to its intersection with the north right-of-way line of Loop 610 South;

Thence, westerly along the north right-of-way line of Loop 610 South a distance of approximately 350 feet to the southwest corner of that certain 3.295 acre tract of land out of that certain 7.005 acre tract conveyed to Theodore W. Berenson by deed dated December 24, 1953 from Myles G. Shutte, et al, recorded in Volume 2706, Page 30, et seq. of the Deed Records of Harris County, Texas and being out of the Jacob Thomas Survey, A-762, in Houston, Harris County, Texas;

Thence, northerly along the western boundary line of said 3.295 acre tract a distance of approximately 572 feet to a railroad spike set at the northwesterly corner of said 3.295 acre tract;

Thence, easterly along the northern boundary line of said 3.295 acre tract a distance of approximately 629 feet to the point of intersection with the east right-of-way line of Woodridge;

Thence, northerly a distance of approximately 1,575 feet to southeast corner of that certain 2,250 square foot tract of land conveyed to Woodridge Baptist Church by Houston
Freeway Land Co., et al, by exchange deed and agreement recorded under Harris County Clerk File No. L 380965 of the Real Property Records of Harris County, Texas;

Thence, easterly a distance of 300 feet to a corner point marked by a 5/8 inch iron rod set;

Thence, north along a distance of 512 feet to the north right-of-way line of Winkler Drive;

Thence, westerly a distance of 590 feet to a point of intersection with the east right-of-way line of Woodridge;

Thence, northerly a distance of 600 feet to THE POINT OF BEGINNING.
TRACT 1

Being 42.374 acres (1,845,805 square feet) of land out of said 58.147 acre tract and all of said 9050 square foot tract being more particularly described by metes and bounds as follows:

BEGINNING at a point marked by a 5/8 inch iron rod on the South right-of-way line of Winkler Drive, said point being the Northeast corner of that certain 4.449 acre tract conveyed to Woodridge Baptist Church by D. Eric Japhet, et al, by deed recorded in Volume 1822, Page 68, of the Deed Records of Harris County, Texas;

THENCE in a Southeasterly direction along the South right-of-way line of Winkler Drive, with a curve to the right whose radius is 4394.57 feet and central angle is 7° 25' 10" and whose chord bears South 63° 36' 00" East, a distance, measured along the arc of said curve, of 569.09 feet to a point for corner marked by a 5/8 inch iron rod on the Southwesterly right-of-way line of Reveille Road;

THENCE South 29° 05' 00" East, along the Southwesterly right-of-way line of Reveille Road, a distance of 433.01 feet to a point on a curve marked by a 5/8 inch iron rod;

THENCE in a Southeasterly direction continuing along the Southwesterly right-of-way line of Reveille Road, with a curve to the right whose radius is 1114.75 feet and central angle is 22° 28' 00", and whose chord bears South 17° 45' 00" East, a distance, measured along the arc of said curve, of 437.11 feet to a point marked by a 5/8 inch iron rod at the end of said curve;

THENCE south 2° 49' 00" East, continuing along the Westerly right-of-way line of Reveille Road, a distance of 154.70 feet to an angle point marked by a 5/8 inch iron rod;

THENCE South 6° 31' 00" East, continuing along the Westerly right-of-way line of Reveille Road, a distance of 65.63 feet to a point for corner marked by a 5/8 inch iron rod on the Northwesterly right-of-way line of IH 610 South Loop, same being the Northwesterly line of that certain 25 foot Roadway Easement granted to City of Houston by Deed recorded in Volume 2929, Page 721, of the Deed Records of Harris County, Texas;

THENCE South 60° 05' 00" West, along the Northwesterly right-of-way of IH 610 South Loop, same being the Northwesterly line of said 23 foot Roadway Easement, a distance of 238.27 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE in a Southwesterly direction continuing along the Northwesterly right-of-way line of IH 610 South Loop, same being the Northwesterly line of said 25 foot Roadway Easement, with a curve to the left whose radius is 1532.39 feet and central angle is 4° 36' 01" a distance of 123.04 feet to a point of tangent marked by a Railroad Spike;
TRACT 1
(cont.)

THENCE South 35° 28' 39" West, continuing along the Northwesterly right-of-way line of IH 610 South Loop, same being the Northwesterly line of said 25 foot Roadway Easement, a distance of 1.31 feet to a point of curve marked by a Railroad Spike;

THENCE in a Southwesterly and Westerly direction continuing along the Northwesterly right-of-way line of IH 610 South Loop, same being the Northwesterly line of said 25 foot Roadway Easement, with a curve to the right whose radius is 1332.39 feet and central angle is $51^\circ 24' 33''$, a distance of 1195.63 feet to a point of reverse curve marked by a 5/8 inch iron rod;

THENCE in a Westerly direction continuing along the Northwesterly right-of-way line of IH 610 South Loop, same being the Northwesterly line of said 25 foot Roadway Easement, with a curve to the left whose radius is 1532.39 feet and central angle is $9^\circ 09' 02''$, a distance of 244.73 feet to a point for corner marked by an "X" cut in concrete on the Southeasterly right-of-way line of Woodridge Drive, 80 feet wide;

THENCE North 19° 38' 30" East, along the Southeasterly right-of-way line of Woodridge Drive, a distance of 970.17 feet to a point of curve marked by a 5/8 inch iron rod;

THENCE in a northerly direction continuing along the Easterly right-of-way line of Woodridge Drive, with a curve to the left, whose radius is 908.33 feet and central angle is $19^\circ 20' 48''$, a distance of 306.71 feet to a point for corner marked by a 5/8 inch iron rod, said point being the Southwest corner of a 2250 square foot tract of land conveyed to Woodridge Baptist Church by Houston Freeway Land Co., et al, by exchange deed and agreement recorded under Harris County Clerk File No. 1380965 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South 77° 40' 00" East, along the Southerly line of said 2250 square foot tract and continuing along the Northerly line of said 9050 square foot tract, a distance of 299.82 feet to a point for corner marked by a 5/8 inch iron rod on the Southeasterly line of said 4.449 acre tract, said point being the Northeast corner of said 9050 square foot tract.

THENCE North 19° 54' 00" East, along the Southeasterly line of said 4.449 acre tract, a distance of 452 feet to the PLACE OF BEGINNING and containing 42.374 acres (1,845,505 square feet) of land.
TRACT 2

Being 9.010 acres (392.480 square feet) of land out of said 58.147 acre tract and being more particularly described by metes and bounds as follows:

BEGINNING at a point marked by a 3/4 inch iron pipe on the Northwesterly right-of-way line of Evergreen Street, 60 feet wide, said point being the Northeast corner of Lot 25, Block 4, of Sturman Park, Section 1 as recorded in Volume 22, Page 24 of the Map Records of Harris County, Texas;

THENCE North 69° 08' 00" West, along the Northwesterly line of said Block 4, a distance of 1113.07 feet to a point marked by a T.H.D. monument on the Northeasterly line of Lot 7 of said Block 4, said point being on the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of that certain 2.6984 acre tract conveyed to the State of Texas by Gulfgate Joint Venture by deed recorded in Volume 7132, Page 150 of the Deed Records of Harris County, Texas;

THENCE North 21° 12' 14" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 28.00 feet to a point for corner marked by a T.H.D. monument;

THENCE North 73° 27' 00" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 108.22 feet to an angle point marked by a T.H.D. monument;

THENCE North 85° 26' 18" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 393.67 feet to an angle point marked by a Railroad Spike;

THENCE 84° 02' 07" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 101.95 feet to an angle point marked by a T.H.D. monument;

THENCE North 77° 36' 32" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 100.05 feet to an angle point marked by a T.H.D. monument;

THENCE North 71° 49' 12" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 100.03 feet to an angle point marked by a 1/2 inch iron rod;

THENCE North 75° 4' 13" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, a distance of 99.93 feet to an angle point marked by a T.H.D monument;

THENCE North 74° 02' 00" East, continuing along the Southeasterly right-of-way line of IH 610 South Loop, same being the Southeasterly line of said 2.6984 acre tract, and another tract containing 15.140 square feet deeded to the State of Texas by instrument recorded in Volume 6918 Page 150 Harris County Deed Records, a distance of 408.30 feet to an angle point marked by a T.H.D. monument on the Northwesterly right-of-way line of Evergreen Street;

THENCE South 19° 59' 00" West, along the Northwesterly right-of-way line of Evergreen Street, as distance of 730 feet to the PLACE OF BEGINNING and containing 9.010 acres (392.480 square feet) of land.
TRACT 4

BEGINNING AT A POINT located at the intersection of the south right-of-way line of Interstate 45 ("I-45") South and east right-of-way line of Woodridge Street in Houston Harris County, Texas;

Thence, in a southeasterly direction along the south right-of-way line of I-45 a distance of approximately 825 feet to the north right-of-way line of Winkler Drive;

Thence, in a northwesterly direction along the north right-of-way line of Winkler Drive, a distance of approximately 825 feet to the intersection of the east right-of-way line of Woodridge;

Thence, in a northeasterly direction along the east right-of-way line of Woodridge Street distance of approximately 325 feet, to the POINT OF BEGINNING.

TRACT 5

BEGINNING at the southeast corner of Tract 4 and proceeding in a southerly direction approximately 110 feet to the southern right-of-way line of Winkler Drive;

Thence, westerly along the southern right-of-way line of Winkler Drive a distance of approximately 550 feet to the northwest corner of Tract 1;

Thence, in a northerly direction approximately 60 feet to the northern right-of-way line of Winkler Drive;

Thence in an easterly direction along the northern right-of-way line of Winkler Drive a distance of approximately 450 feet to the POINT OF BEGINNING.

TRACT 6

BEGINNING at the southeast corner of Tract 1 and proceeding in a southerly direction a distance of approximately 450 feet to the intersection of the south right-of-way line of Interstate Highway Loop 610 South and the west right-of-way line of Evergreen Street;

Thence, in a westerly direction along the southern right-of-way line of Interstate Loop 610 South a distance of approximately 1,750 feet to the intersection of the west right-of-way line of Woodridge and the south right-of-way line of Interstate Loop 610 South;
Thence, in a northerly direction a distance of approximately 350 feet to the intersection of the west right-of-way line of Woodridge and the north right-of-way line of Interstate Loop 610 South;

Thence, in an easterly direction a distance of approximately 1,800 feet along the northern right-of-way line of Interstate Loop 610 South to the POINT OF BEGINNING.

**TRACT 7**

BEGINNING in the southeast corner of Tract 3 at the west right-of-way line of Woodridge, thence easterly along the north right-of-way line of Interstate Loop 610 South a distance of approximately 85 feet to the intersection of the east right-of-way line of Woodridge and the north right-of-way line of Interstate Loop 610 South;

Thence, northerly along the east right-of-way line of Woodridge a distance of approximately 70 feet;

Thence, westerly a distance of approximately 80 feet to the northeast corner of Tract 3 and the west right-of-way line of Woodridge;

Thence southerly along the west right-of-way line of Woodridge a distance of approximately 85 feet to the POINT OF BEGINNING.
Appendix 2: Development Assumptions
# Preliminary Gulfgate Mall Development Assumptions

**Assessed Value on Proposed 71.55 Acre Project**

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<td>Inflation @ 1.2%</td>
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<td>345,039</td>
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<td><strong>Total Value</strong></td>
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<td>16,151,224</td>
<td>20,345,039</td>
<td>589,179</td>
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<td>8,500,000</td>
<td>12,602,000</td>
<td>28,753,224</td>
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<tr>
<td>Inflation @ 1.2%</td>
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<td>747,852</td>
<td>756,826</td>
<td>765,908</td>
<td>775,099</td>
<td>784,400</td>
<td>793,813</td>
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<tr>
<td><strong>Total Value</strong></td>
<td>738,984</td>
<td>747,852</td>
<td>756,826</td>
<td>765,908</td>
<td>775,099</td>
<td>784,400</td>
<td>793,813</td>
<td>803,339</td>
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<td><strong>Cumulative Value</strong></td>
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<td>63,825,691</td>
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<td>65,366,699</td>
<td>66,151,099</td>
<td>66,944,913</td>
<td>67,748,251</td>
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**Assumptions:**

- Assumes base year on shown on 1997 tax rolls for 71.55 acres.
- Assumes a 1.2% growth rate.
- Assumes additional value:
  - 1999-Mall Improvements: 4,000,000
  - 2000-Mall Improvements: 16,000,000
  - 2001-Mall Improvements: 20,000,000
  - 2003-Additional Commercial Development: 2,000,000
  - 2004-Additional Commercial Development: 3,000,000
  - 2005-Additional Commercial Development: 5,000,000
  - Total: 50,000,000
City of Houston, Texas, Ordinance No. 1999-107

AN ORDINANCE APPROVING THE FIRST AMENDMENT OF THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS (GULFGATE); AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, by City of Houston Ordinance No. 97-1524, adopted December 10, 1997, the City created Reinvestment Zone Number Eight, City of Houston, Texas (the "Gulfgate Zone"); and

WHEREAS, the Board of Directors of the Gulfgate Zone has adopted and recommended, and the City has approved, by City of Houston Ordinance No. 97-1572, passed December 17, 1997, the Project Plan and Reinvestment Zone Financing Plan (the "Plans") for the Gulfgate Zone; and

WHEREAS, Chapter 311 of the Texas Tax Code authorizes the amendment of the Plans; and

WHEREAS, the Board of Directors of the Gulfgate Zone, at its June 28, 1999, board meeting, considered and adopted proposed amendments to the Plans (the "Amendments"), and recommended the Amendments for approval by the City Council; and

WHEREAS, before the Board of Directors of the Gulfgate Zone may implement the Amendments, the City Council must approve the Amendments; and
WHEREAS, a public hearing on the Amendments is required to be held by the provisions of Section 311.011 of the Code; and

WHEREAS, the City Council finds that notice of the public hearing was published in a newspaper of general circulation within the City in the time and manner required by law; and

WHEREAS, the City Council conducted a public hearing on the proposed Amendments on June 29, 1999; and

WHEREAS, at the public hearing, interested persons were allowed to speak for or against the proposed Amendments, the enlargement of the boundaries of the Gulfgate Zone and the concept of tax increment financing; and

WHEREAS, evidence was received and presented at the public hearing in favor of the proposed Amendments, the enlargement of the boundaries of the Gulfgate Zone and the concept of tax increment financing; NOW, THEREFORE,

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That the Project Plan and the Reinvestment Zone Financing Plan approved by City of Houston Ordinance No. 97-1572, passed and adopted on December 17, 1997, are hereby amended by substituting the Project Plan and the Reinvestment Zone
Financing Plan attached to this Ordinance therefor. The Plans as so amended (the “Amended Plans”) are hereby determined to be feasible and are approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Amended Plans.

Section 3. That the City Secretary is directed to provide copies of the Amended Plans to each taxing unit levying ad valorem taxes in the Gulfgate Zone.

Section 4. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 5. That City Council officially finds, determines, recites and declares a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. That City Council further
ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance 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 ___ day of ____________, 1999.

APPROVED this _____ day of ____________, 1999.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 1 3 1999

City Secretary

(Prepared by Legal Dept. [Deborah A.] [L] Sr. Assistant City Attorney
(Requested by Robert M. Litke, Director, Planning and Development)
(L.D. File No. 34-93386-10)

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4
REINVESTMENT ZONE NUMBER EIGHT

CITY OF HOUSTON, TEXAS

(GULFGATE TIRZ)

Amended
Project Plan & Reinvestment Zone
Financing Plan

June 25, 1999
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OVERVIEW

The Reinvestment Zone Number Eight, City of Houston, Texas (the "Zone") was created by the City of Houston (the "City"), Ordinance No. 97-1524, dated December 10, 1997. The Project Plan and Reinvestment Zone Financing Plan (the "Final Plan") was adopted by the Board of Directors (the "Board") of the Zone on December 15, 1997 and approved by the City Council on December 17, 1997. The Zone as originally designated contained 67.58 acres which included approximately 51.00 acres comprised of Gulfgate Mall (the "Mall"), 3.90 acres of property peripheral to the Mall, and 12.68 acres of public rights-of-way. The Mall is owned and being redeveloped by a limited partnership composed of the Houston Redevelopment Authority, a not-for-profit corporation, Houston Gulfgate Partners, L.P., a Texas Limited Partnership, as its limited partners, and Wulfe Gulfgate, Inc., as its general partner (collectively the "Developer"). The TIRZ helped establish a financing mechanism for acquiring the blighted Mall and implementing the project plan.

In addition to creating the Zone, by adoption of Resolution 97-66, the City concurrently created the Gulfgate Redevelopment Authority (the "Gulfgate RDA") a local government corporation, formed pursuant to the provisions of Chapter 394 of the Texas Local Government Code, to aid, assist, and act on behalf of the City and the Zone.

The Project and Reinvestment Zone Financing Plan estimated the total Project Cost for the Zone at $6.5 million to enable the purchase, demolition and reconstruction of the Mall. The Zone secured the participation of Harris County. The Houston Independent School District ("HISD") also agreed to participate subject to the annexation of Park Place Elementary School into the Zone.

Wulfe & Co., Edmond D. Wulfe or other Wulfe-controlled entities (collectively "Wulfe") have acquired, or are in the process of pursuing the acquisition of adjacent blighted properties as part of an overall redevelopment plan for the Gulfgate area. To date, these entities own 8.46 acres adjacent to the Mall. Following a strategy similar to the successful Meyerland redevelopment, Wulfe is negotiating to acquire additional properties and to list other properties adjacent to Gulfgate Shopping Center to promote the redevelopment of the larger area.
The Gulfgate Center redevelopment has become the catalyst for revitalization efforts in the area. Construction of Gulfgate Court, the East End’s first new major center in two decades began in 1998. However, significant public improvements are needed to sustain these efforts.

Wulfe and the original Zone Developer propose a 185-acre expansion of the TIRZ to facilitate the redevelopment of the surrounding blighted commercial properties by funding public improvements that will support new development. Figure 1 on the following page shows the original Zone boundary and the proposed expansion. The land adjacent to the Mall, if not redeveloped, could negatively impact Gulfgate Shopping Center and the City’s investment in the original Zone because of its condition and land uses. Current land uses within the expansion area include auto salvage lots, vacant and boarded-up structures, and vacant lots littered with foundations of demolished apartments.

Much of the vacant and under-utilized property along Village Way and Winkler was originally platted as single family residential. The residential street infrastructure and traffic control system is in many cases inadequate for the commercial redevelopment being considered. Furthermore, an aging box culvert and drainage easement bisects the expansion area and a key 21-acre development site. The culvert and easement effectively split a major development site across from the Mall, which impedes the development of big-box retail, the highest and best use of the site.

Enlargement of the original Zone boundary will result in the Zone expanding to 259 acres, including rights-of-way. The proposed enlargement will enable the redevelopment of commercial areas surrounding the Mall by providing a financing mechanism to fund necessary public improvements. It will also ensure HISD participation in the entire Zone by including Park Place Elementary in the expansion.
First Amendment to Project Plan and Reinvestment Zone Number Eight, City of Houston

Subject site is off the map - bps
PART A: AMENDED TIRZ PLAN (EXPANSION AREA)

I. PROJECT PLAN AMENDMENT

A. Existing Uses and Conditions (311.011(b)(1))

The proposed 185-acre expansion encompasses approximately 89 acres of public rights-of-way and 11 acres of educational facilities (Park Place Elementary). The inclusion of Park Place Elementary school is a condition to HISD’s participation in the Zone per HISD School Board action of December 17, 1998. Approximately 84 acres of the 185-acre enlargement provide opportunities for redevelopment. Figure 2 (page 6) illustrates current land uses within the proposed expansion area.

The existing conditions in the expansion area impair the sound growth of the area and City, and meets the criteria for reinvestment zone status described in Sec. 311.005 of the Texas Tax Code based on the presence of the following conditions:

- **Faulty lot layout in relation to accessibility and usefulness**
  Faulty lot layouts resulting from an aging and obsolete storm drainage box culvert limit the usefulness of 21 acres across from Gulfgate Center on Woodridge and impede redevelopment. Commercial redevelopment of these key parcels will require the removal and relocation of the existing public drainage easement and aging box culvert that divide tracts and reduce possible building envelope size.

- **Obsolete platting and the predominance of defective street layout**
  Obsolete platting based on the area’s original residential and low-intensity commercial development pattern has resulted in a traffic circulation and drainage system that is undersized for a major commercial development. Intersections along Woodridge do not have adequate traffic control devices to serve the new commercial development. Access to the area and circulation between individual commercial developments must also be improved.
• *A substantial number of substandard and deteriorating structures*

The 84 acres of privately owned property are generally under-utilized and blighted and have a substantial number of deteriorating structures. Vacant parcels suffer from poor drainage and many still have the foundations from demolished apartment buildings. These site and structure conditions threaten the success of the Gulfgate Shopping Center project and impede further redevelopment of the area. Examples of these conditions are illustrated on Figures 3A through 3J (pages 7-11).
FIGURE 2
Gulfgate TIRZ Expansion
Existing Land Uses

- Single-Family
- Multi-Family
- Parks
- Institutional
- Commercial/Office
- Industrial
- Undeveloped
- Utility
- Expansion Area
- Original Zone
Figure 3A: 7000 Block Village Way – Indicative of vacant, unsanitary conditions, deteriorating streets, and poor street layout

Figure 3B: 6800 Block Gulf Freeway – Vacant, boarded-up, deteriorating structures
Figure 3C: Village Way Drive – Abandoned and deteriorated streets along Village Way

Figure 3D: Woodridge at Loop 610 South – Vacant, poorly drained site
Figure 3E: Woodridge at Loop 610 South - Vacant, unsanitary conditions

Figure 3F: 7201 South Loop East - Vacant, boarded-up, deteriorating structure
Figure 3G: 4500 Block Telephone Road – Auto and boat storage and deteriorating street

Figure 3H: 400 Block Winkler Drive – Vacant and deteriorating site
Figure 3I: 400 Block Winkler – Vacant, boarded-up, deteriorating structure that attracts transients

Figure 3J: 4400 Block Telephone Road – Deteriorating structures, lack of sidewalks
B. Proposed Improvements and Proposed Uses (311.011(b)(1))

The Final Plan for the Zone envisioned that the redevelopment of Gulfgate Shopping Center would act as a catalyst for the revitalization of the surrounding area. The proposed zone enlargement will facilitate the redevelopment of areas adjacent to the Gulfgate Shopping Center while enhancing the viability of the original Mall site. A major underground drainage channel currently bisects and impedes planned redevelopment of major parcels adjacent to the Mall. Today's development standards and national retail chain stores limit construction on top of such facilities, effectively splitting the building envelope in half and limiting its use. It is necessary to reconstruct the Plum Creek box culvert, a major public drainage channel, and relocate its easement to allow orderly development of the presently vacant and under-used properties. Proposed TIRZ improvements also include traffic improvements, such as traffic signals and right turn lanes that are necessary to improve mobility within and access to the area. The Zone is also proposing to fund landscaping within the public rights-of-way.

Figure 6 (page 20) illustrates the locations of the proposed public improvements that are necessary to facilitate the redevelopment of the area. Once made developable through improved drainage and access, the area surrounding the new Gulfgate Shopping Center will be a logical target area for retail and commercial services seeking proximity to a major retail destination. This is beginning to occur along the I-45 frontage road, but additional improvements are needed to open up the interior of the area along Woodridge for redevelopment. The Zone expansion will enable the development of a full spectrum of retail and commercial services adjacent to the mall similar to the development that occurred in and around Meyerland, which has seen a 400% increase in sales since redevelopment. Anticipated development is shown on Figure 4 (page 13). The potential uses being marketed by Wulfe are shown on Figure 5 (page 14) and include:

- Large Home Improvement Centers
- National Wholesale Super Discount Retail Store
- National Discount Department Store
- National Warehouse Club
- National Supermarket
- National Theater Chain
Figure 4 – Anticipated Commercial Development

First Amendment to Project Plan and Reinvestment Zone Financing Plan
Reinvestment Zone Number Eight, City of Houston, Texas
First Amendment to Project Plan and Reinvestment Zone Financing Plan
Reinvestment Zone Number Eight, City of Houston, Texas

Figure 5 - Gulfgate Center Preliminary Site Plan

GULFGATE CENTER

EXPANSION AREA

ORIGINAL AREA
In addition, the commercial nature of the Zone is intended to provide employment and training opportunities to the residents of nearby neighborhoods. The revitalization of this additional area will increase and intensify the economic use of property surrounding the redeveloped Gulfgate Shopping Center, increasing its customer base and creating synergistic and compatible commercial uses. In addition to enhancing the viability of the retail redevelopment, the revitalization of this significant and highly visible area will contribute to the continuing economic revitalization of the Greater East End. Sales tax revenue expected to be generated by this commercial retail development in the expansion area is reflected on the chart below.

### GULFGATE ANNEXATION PROJECTED SUPPLEMENTAL REVENUES

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<th>CUMULATIVE SQ FOOT</th>
<th>SALES/SQ FT (2)</th>
<th>ANNUAL SALES TAX (3)</th>
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<td>TOTAL</td>
<td>827,058</td>
<td>30,789,891</td>
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</tbody>
</table>

(1) Annual square footage estimates obtained from Gulfgate Development. Assumes incremental sq ft values only for the proposed annexed area. Does not include existing development.

(2) Annual gross sales per square footage calculated at $150/sq foot per the City of Houston.

(3) Sales Tax Revenues calculated at 1% of total gross sales. Revenues collected in the year following the Gross Sales.

Source: Gulfgate Development
The foregoing estimate of sales tax revenue is based upon an estimate of $1.50 of sales tax revenue being generated per square foot of retail for approximately 827,058 square feet to be built in the expansion area. As described in the Feasibility Study section of this amended plan, gross annual sales can be expected to reach approximately $170 million at full build-out of the Gulfgate Shopping Center, much of which is in the original Zone area. Of the gross annual sales, a portion will be exempt, and not all sales will be retail.

C. Proposed Changes of Municipal Ordinances, Master Plan, or Codes (311.011(b)(2))

Other than the ordinance required for the expansion of the proposed area into the Zone and this First Amendment to the Plan, the expansion of the Zone is not anticipated to require any change to other ordinances, plans or codes of the City.

D. Non-Project Cost (311.011(b)(3))

The non-project costs for the original Zone as created in 1997 were $42.8 million for the redevelopment of the Mall site. The total non-project cost for the expanded area is approximately $50,500,000. Non-project costs within the proposed annexation area include Wulfe investment for construction of new retail space, other commercial space (shell), private upgrades to utilities serving these commercial sites and current CIP projects:

- Large Home Improvement Center: $11.23 million (132,176 sq. feet)
- National Wholesale Super Discount Retail Store: $17.33 million (203,856 sq. feet)
- Restaurant pad space: $2.55 million (30,000 sq. feet)
- New/Replacement commercial space (shell): $16.20 million (381,282 sq. feet)
- Upgrades to existing commercial space: $1.99 million (79,744 sq. feet)
- Reconstruction of Woodridge (City CIP): $1.20 million
There will be additional Non-Project Costs attributed to the recently created East End Management District, which will fund initiatives such as beautification, crime prevention, transportation planning, and workforce training. The District efforts will complement the public infrastructure improvements proposed for this area by the Gulftag TIRZ.

E. Method of Relocating Persons (311.011(b)(4))

There is no existing residential development within the boundary of the expanded Zone. No relocation will be required.
II. REINVESTMENT ZONE FINANCING PLAN AMENDMENT

A. Estimated Project Cost (311.011(c)(1)) and Proposed Public Improvements (311.011 (c)(2))

The Project Costs, as defined in Chapter 311.011, being requested in connection with the expansion area for reimbursement are estimated at $4,587,685. These improvements include:

- Relocation and reconstruction of a major public underground drainage channel
- Traffic improvements that include turn lanes and traffic signalization
- Landscaping of public rights-of-way
- Renovation of the existing pedestrian crosswalk that bridges Loop 610 and connects neighborhoods and disconnected TIRZ tracts to the south with Gulfgate Shopping Center

The proposed location of these public improvements is shown on Figures 6 and 7 (pages 20-21). The budget on the following page reflects the original zone Project Costs and the estimated Project Costs for the expansion area.
GULFGATE
AMENDED BUDGET AND ESTIMATED EXPENSES

### ORIGINAL ZONE PROJECT COSTS

<table>
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<th>Description</th>
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<td>Related Cost and Creation Fees</td>
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<tr>
<td>Financing Cost</td>
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<td><strong>Total Original Zone Project Costs</strong></td>
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### PROPOSED ANNEXATION PROJECT COSTS

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<th>Amount</th>
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<td>Box Culvert Removal (1015 LF), Replacement &amp; Realignment (1154 LF)</td>
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<tr>
<td>Contingency @ 10%</td>
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<td>Engineering @ 15%</td>
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<td>Right Turn Lane Additions - I-610 &amp; I-45 frontage roads to Woodridge &amp; Convert Left Turn Lane to Esplanade - Woodridge from I45 to Winkler</td>
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<tr>
<td>Contingency @ 10%</td>
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<td>Engineering @ 15%</td>
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<td><strong>Subtotal</strong></td>
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<td>TIRZ Annexation - Professional and Legal Fees (2)</td>
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<td>Related Costs &amp; Interest Carry (3)</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>Total Proposed Annexation Project Costs</strong></td>
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<td><strong>TOTAL AMENDED PROJECT COSTS</strong></td>
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1. Includes concrete replacement; painting; safety compliance; beautification.
2. Contingency & Engineering applied to Landscaping & Irrigation only.
3. Estimate-based on two years interest carry on $3.4 million. May not include all financing costs.
4. Estimated interest calculated on bonds at 6.5%, inclusive of capitalized interest & debt reserve

Source: Cobourn Linselien & Ratcliff, Inc., Traffic Engineers, Inc., McDugald-Steele and information provided by the Developer.
FIGURE 6 - LOCATION OF PROPOSED PUBLIC IMPROVEMENTS

- RIGHT OF WAY LANDSCAPING
- BOX STORM SEWER RELOCATION
- GULF FREEWAY (I-45)
- WINKLER
- VILLAGE WAY
- SOUTH LOOP (I-610)
- ARNIM
- REVELLE ROAD
- REFURBISH I-610 CROSSWALK

RIGHT TURN LANE ADDITION
CONVERT LEFT TURN LANE INTO ESPLANADE

NEW TRAFFIC SIGNAL
FIGURE 7 – BOX STORM SEWER RELOCATION DETAIL

PROPOSED 1154 LF. OF DUAL 10" X 11.50" BOX STORM SEWERS AT 0.07% AND 1084 LF. OF 60" WIDE DRAINAGE EASEMENT.

SCALE: 1" = 100'

SCHEME 3
REMOVE AND REPLACE DUAL BOX STORM SEWERS

First Amendment to Project Plan and Reinvestment Zone Financing Plan
Reinvestment Zone Number Eight, City of Houston, Texas
B. Economic Feasibility Study (311.011(c)(3))

The original CDS Market Research Study performed in conjunction with creation of the Zone and a subsequent study of the proposed expansion (the “Study”) confirm the significant and growing Hispanic influence and purchasing power in and around the Gulfgate area. The Study suggests that Hispanic households in the trade area could support $185.5 million in retail sales from conventional retailers, including department stores, home improvement stores and discount retailers. Additionally the area could be expected to support approximately $67.3 million in apparel and accessory sales, $41.6 million in furniture sales and approximately $34.4 million in computers and records/tapes sales.

According to the Study, the $417.2 million comparison goods buying power of Hispanic households in the trade area can support 2.49 million square feet of comparison goods retail space (including discount and conventional dept. stores, home improvement, apparel, furniture, electronics). Subtracting the existing supply leaves 996,600 square feet of demanded comparison goods retail space. Redevelopment in the entire TIRZ will provide approximately 555,000 square feet of residual comparison goods space that will comprise 22 percent of the trade area total. According to CDS Research, at least 246,500 square feet of convenience retail space and other retail/service space, such as food stores, drug stores, and movie theaters can be supported, bringing the total to 801,500 square feet.

The Study anticipates that the Wulfe development will produce approximately $170.3 million in gross annual sales, at build-out. It is estimated that 60% of the support for this retail space will come from Houston residents that reside in the trade area. Another 30% will come from visitors or residents of other cities, which equates to an inflow of approximately $51.1 million in retail sales annually.

Redevelopment of other sites within the expansion area is anticipated to result in an additional 461,026 of upgraded or new commercial space. Since much of this anticipated development will replace existing marginal retail and commercial service space, it is felt that the trade area market will easily absorb it.
C. Estimate of Bonded Indebtedness to be Incurred (311.011(c)(4))

Wulfe will advance funds (from equity or loans) for the improvements and will be reimbursed as detailed in Developer Reimbursement Agreements and other documentation between Wulfe, the City and the TIRZ. Wulfe is requesting reimbursement for the Project Costs in the expansion area as listed in the amended budget above. Pursuant to the Developer Reimbursement Agreements, bonds, secured by a pledge of the tax increment revenue, may be issued by the Gulfgate Redevelopment Authority to reimburse Project Costs as listed in the amended budget above.

D. Time When Related Costs or Monetary Obligations Are To Be Incurred (311.011(c)(5))

The Zone will incur monetary obligations for public improvements only after completion, inspection and acceptance by the City of the eligible public improvements. The schedule below reflects the currently projected timing for construction of the proposed public drainage improvements and eligible project costs in the expansion:

**PROPOSED BUDGET PHASING**

**Expansion Area Only**

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<th>DESCRIPTION</th>
<th>1999</th>
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<th>2001 (2)</th>
<th>2002</th>
<th>TOTAL</th>
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(2) Culvert Realignment will be completed the first quarter of 2001.

First Amendment to Project Plan and Reinvestment Zone Financing Plan
Reinvestment Zone Number Eight, City of Houston, Texas
E. Method of Financing (311.011(c)(6))

The Public improvements within the expansion area will be initially funded by Wulfe and will be reimbursed from the proceeds of tax increments generated by the new or re-developed projects within the expansion area. Once all financial obligations related to public improvements in the expansion area are met, revenue from the added area can be used for the benefit of the original zone.

Incremental revenue will be generated from the participation of the City, Harris County and Houston ISD. Participation is being requested from those jurisdictions in the amounts and percentages shown:

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Requested Participation</th>
<th>% of 1998 Total Tax Rate</th>
<th>% of Expansion Area Increment</th>
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<tr>
<td>City of Houston</td>
<td>$0.665/$100</td>
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<td>38.6%</td>
</tr>
<tr>
<td>Harris County</td>
<td>$0.4166/$100</td>
<td>64%</td>
<td>24.2%</td>
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<tr>
<td>Houston ISD</td>
<td>$0.96/$100</td>
<td>66%</td>
<td>37.2%</td>
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</table>

The Zone will pay Houston ISD $0.32/$100 of its participation to fund school and educational facilities. This is projected to total approximately $3,823,437 in the expansion area and $4,705,729 in the original Zone area.

F. Current Appraised Value (311.011(c)(7))

According to the Harris County Appraisal District, the appraised value as of January 1, 1998, the base year for the added property, is $11,918,330.

G. Captured Appraised Value (311.011(c)(8))

The captured appraised value is the difference between the appraised value in the base year and the appraised value resulting from the proposed new development. The captured appraised value projected to be generated in the added area is expected to increase to $49,310,790 over the life of the zone. A detailed account of projected future values and annual revenue within the added area is located on the following page.
H. Duration of the Zone (311.011(c)(9))

The proposed enlargement will not alter the life of the Zone as set forth in the Final Plan, dated December 17, 1997, as adopted by Council. The duration of the entire Zone remains thirty (30) years and terminates on December 31, 2027.
City of Houston, Texas, Ordinance No. 1999-824

AN ORDINANCE APPROVING THE SECOND AMENDMENT OF THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS (GULFGATE); AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * * *

WHEREAS, by City of Houston Ordinance No. 97-1524, adopted December 10, 1997, the City created Reinvestment Zone Number Eight, City of Houston, Texas (the "Gulfgate Zone") pursuant to Chapter 311 of the Texas Tax Code (the "Code") for the purposes of redevelopment in the area of the City generally referred to as the Gulfgate area; and

WHEREAS, the Board of Directors of the Gulfgate Zone has adopted and recommended, and the City has approved, by City of Houston Ordinance No. 97-1572, adopted December 17, 1997, the Project Plan and Reinvestment Zone Financing Plan for the Gulfgate Zone; and

WHEREAS, Chapter 311 of the Code authorizes the amendment of the plans; and

WHEREAS, the Board of Directors of the Gulfgate Zone has adopted and recommended, and the City has approved, by City of Houston Ordinance No. 1999-707, adopted July 7, 1999, the First Amendment of the Project Plan and Reinvestment Zone Financing Plan (the "Plans") for the Gulfgate Zone; and
WHEREAS, the Board of Directors of the Gulfgate Zone, at its August 10, 1999, board meeting, considered and adopted proposed amendments to the Plans (the "Amendments"), and recommended the Amendments for approval by the City Council; and

WHEREAS, before the Board of Directors of the Gulfgate Zone may implement the Amendments, the City Council must approve the Amendments; and

WHEREAS, a public hearing on the Amendments is required to be held by the provisions of Section 311.011 of the Code; and

WHEREAS, the City Council finds that notice of the public hearing was published in a newspaper of general circulation within the City in the time and manner required by law; and

WHEREAS, the City Council conducted a public hearing on the proposed Amendments on August 11, 1999; and

WHEREAS, at the public hearing, interested persons were allowed to speak for or against the proposed Amendments and the concept of tax increment financing; and

WHEREAS, evidence was received and presented at the public hearing in favor of the proposed Amendments and the concept of tax increment financing; NOW, THEREFORE,

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby adopted as part of this Ordinance.
Section 2. That the Project Plan and the Reinvestment Zone Financing Plan approved by City of Houston Ordinance No. 1999-707, passed and adopted on July 7, 1999, are hereby amended as follows:

A. By substituting the Amended Budget and Estimated Expenses table and page 19R attached hereto as Attachment "1" for the Amended Budget and Estimated Expenses table and page 19 in the Plans;

B. By substituting page 24R attached hereto as Attachment "2" for page 24 in the Plans;

C. By substituting page 34R attached hereto as Attachment "3" for page 34 in the Plans;

D. By substituting page 35R attached hereto as Attachment "4" for page 35 in the Plans;

E. By substituting Exhibit E - Captured Appraised Value and page 38R attached hereto as Attachment "5" for Exhibit E - Captured Appraised Value and page 38 in the Plans; and

F. By substituting page 39R attached hereto as Attachment "6" for page 39 in the Plans.

The Plans as so amended (the "Second Amended Plans") are hereby determined to be feasible and are approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Second Amended Plans.
Section 3. That the City Secretary is directed to provide copies of the Second Amended Plans to each taxing unit levying ad valorem taxes in the Gulgate Zone.

Section 4. That City Council officially finds, determines, recites and declares a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. That City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance 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 ___ day of August, 1999.

APPROVED this _____ day of ______________, 1999.

Mayor of the City of Houston
Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is **AUG 17 1999**.

City Secretary

(Prepared by Legal Dept. **MAM/mam 08/10/99**) Assistant City Attorney
(Requested by Robert M. Litke, Director, Planning and Development)
(L. D. File No. 61-97066-11)

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# Gulfgate Amended Project Costs

## Original Zone Project Costs

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<tr>
<th>Description</th>
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<td>Financing Cost</td>
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<tr>
<td>HISD Schools and Educational Facilities</td>
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<tr>
<td><strong>Total Original Zone Project Costs</strong></td>
<td><strong>26,795,646</strong></td>
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## Proposed Annexation Project Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tr>
<td>Contingency @ 10%</td>
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<tr>
<td>Engineering @ 15%</td>
<td>349,165</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>2,676,930</strong></td>
</tr>
<tr>
<td>Right Turn Lane Additions - I-510 &amp; I-45 frontage roads to Woodridge &amp;</td>
<td>100,000</td>
</tr>
<tr>
<td>Convert Left Turn Land to Esplanade - Woodridge from I45 to Winkler</td>
<td></td>
</tr>
<tr>
<td>Traffic Signalization (5) - New or modernized signals at I-45 and Woodridge, Winkler and Woodridge, Gulfgate Center Drive and Woodridge, I-510 and Woodridge, Telephone and Woodridge</td>
<td>500,000</td>
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<td>Contingency @ 10% (2)</td>
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<td>Engineering @ 15% (2)</td>
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<td><strong>Subtotal</strong></td>
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<td>Refurbished Crosswalk - Loop 610 between Evergreen and Woodridge (1)</td>
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<td>Landscaping &amp; Irrigation - along Woodridge and Winkler ROWs</td>
<td>127,870</td>
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<tr>
<td>Contingency @ 10% (2)</td>
<td>12,787</td>
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<td>Engineering @ 15% (2)</td>
<td>21,099</td>
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<td><strong>Subtotal</strong></td>
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<td>Related Costs &amp; Interest Carry (3)</td>
<td>680,000</td>
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<td><strong>Subtotal</strong></td>
<td><strong>890,000</strong></td>
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<td><strong>Total Proposed Annexation Project Costs</strong></td>
<td><strong>4,587,686</strong></td>
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Annexation Projects Financing Cost (4)                                       | 6,230,033  |

HISD Annexation School & Educational Facilities                              | 3,823,437  |

**Total Amended Project Costs**                                              | **41,436,802** |

---

1. Includes concrete replacement; painting; safety compliance; beautification.
2. Contingency & Engineering applied to Landscaping and Irrigation only.
3. Estimate-based on two years interest carry on $3.4 million. May not include all financing costs.
4. Estimated interest calculated on bonds at 6.5%, inclusive of capitalized interest and debt reserve.
E. Method of Financing (311.011(c)(6))

The Public improvements within the expansion area will be initially funded by Wulfe and will be reimbursed from the proceeds of tax increments generated by the new or re-developed projects within the expansion area. Once all financial obligations related to public improvements in the expansion area are met, revenue from the added area can be used for the benefit of the original zone.

Incremental revenue will be generated from the participation of the City, Harris County and Houston ISD. Participation is being requested from those jurisdictions in the amounts and percentages shown:

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Requested Participation</th>
<th>% of 1998 Total Tax Rate</th>
<th>% of Expansion Area Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Houston</td>
<td>$0.665/$100</td>
<td>100%</td>
<td>38.6%</td>
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<td>Harris County</td>
<td>$0.4166/$100</td>
<td>64%</td>
<td>24.2%</td>
</tr>
<tr>
<td>Houston ISD</td>
<td>$0.96/$100</td>
<td>66%</td>
<td>37.2%</td>
</tr>
</tbody>
</table>

Houston ISD will retain $0.32/$100 of its participation to fund school and educational facilities. This retainage is approximately $3,823,437 in the expansion area and $12,043,726 in the original Zone area (based on a 69% HISD participation rate [100% starting in 1999] and the portion of its participation above $0.64/$100).

F. Current Appraised Value (311.011(c)(7))

According to the Harris County Appraisal District, the appraised value as of January 1, 1998, the base year for the added property, is $11,918,330.

G. Captured Appraised Value (311.011(c)(8))

The captured appraised value is the difference between the appraised value in the base year and the appraised value resulting from the proposed new development. The captured appraised value projected to be generated in the added area is expected to increase to $49,310,790 over the life of the zone. A detailed account of projected future values and annual revenue within the added area is located on the following page.
A. Estimated Project Cost Description

The estimated project cost for the Zone is $26.8 million of which $5.25 million will be used by the Gulfgate Redevelopment Authority for the acquisition of the Shopping Center and related expenses. The Gulfgate Redevelopment Authority will execute a long-term (50 year) lease back with a purchase option, to a Joint Venture which will redevelop it. The Joint Venture or Limited Partnership (the "Joint Venture") will be composed of a Wulfe-controlled entity and the Houston Redevelopment Authority ("HRA"), a not-for-profit corporation.

HRA and Wulfe will each furnish $1,950,000 to the Venture as their initial equity contributions. Each Venturing Partner will make an additional equity contribution of approximately $565,000 at a later date. Upon substantial completion of the redevelopment, equity contributions from the Venturing Partners will equal approximately $2,515,000 each. In lieu of paying the additional $565,000 in cash, the HRA may make its contribution in the form of capital improvements, provided by the City, to the extent that such capital improvements are included in the construction budget for the Shopping Center. The specific items eligible for credit against the equity contribution will be subject to approval by the City through the Development Agreement.

The total cost of the project, which includes acquisition, demolition and development of the new Shopping Center containing approximately 550,000 square feet is estimated at approximately $50 million. The estimated budget for TIRZ reimbursement is $6.5 million, which includes the acquisition cost, bond issuance cost and related professional fees, plus interest. The estimated interest on the $6.5 million in bonds or notes is approximately $8.251 million. Exhibit D illustrates the annual estimated debt service requirements to support the $6.5 million in bonds or notes, based on a 9.5% interest rate. In addition, the administrative expenses for operating the Zone will also be paid from Zone revenues. The cost of administration over the life of the Zone is approximately $740,000 and is illustrated as annual payments on Exhibit E. The Zone will pay HISD the portion of its participation above $0.64/$100 to fund school and educational facilities, estimated at $12 million. These educational facilities are not required to be located in the Zone, but must be in the City of Houston. The proposed duration of the Zone is 30 years.
In consideration of their defined contributions, the Wulfe entities, collectively, and the HRA will each have a fifty per cent (50%) equity position in the Joint Venture, and each will have a right-of-first refusal if either Partner wants to sell. The Joint Venture will assume the existing outstanding mortgage without recourse. Wulfe Gulfgate, Inc. will serve as Managing Partner or General Partner. On behalf of the Joint Venture, Wulfe will endeavor to secure third party financing for the balance of the acquisition, payment of the initial assumable loan, construction and related development costs in the amount of approximately $40,000,000. During the life of the Joint Venture, each Venturing Partner will share in all new revenues generated by the Shopping Center in proportion to its ownership interest. If additional capital beyond the projected $2,515,000 each is required, either party may provide it and be repaid before the Venturing Partners receive any distribution.

The Gulfgate Redevelopment Authority will issue bonds or notes in an amount required to pay the estimated $6.5 million, plus capitalized interest and related TRIZ expenses. The TIRZ, the City and the Redevelopment Authority will enter into a contract pursuant to which the City and TIRZ will pay the tax increments to the Redevelopment Authority. The Redevelopment Authority will use these tax increment payments to secure the repayment of the bonds or notes. Schools and educational facilities estimated at $12 million will be financed and administered separately by HISD. Wulfe will not commence any construction phase for the new Shopping Center until leases are in place to generate a cash flow sufficient to service any construction and related development loans.
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EXHIBIT E - Captured Appraised Value
$9,779,094. In addition, the new Shopping Center is projected to generate initially an estimated $825,000 annually in net sales tax revenue to the City. Over the life of the TIRZ, an estimated $1,274,000 in franchise fees and $2,796,000 in water and sewer fees will be generated to the City. Exhibit F illustrates these City revenues over the life of the TIRZ and the estimated captured appraised value. However, repayment on the notes or bonds is projected to take 20 years, or until 2018.

E. Impact of All Participating Jurisdictions

Upon completion of the new Shopping Center, after TIRZ reimbursement has been satisfied, the project will generate incremental revenue of approximately $976,000 annually to HISD, based on 100% participation ($1.459/$100) starting in 1999, and approximately $286,000 annually to Harris County, based on a $0.42768/$100 participation.
AN ORDINANCE RELATED TO REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS (GULF GATE ZONE); APPROVING THE THIRD AMENDED PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR THE ZONE; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, by Ordinance No. 1997-1524, adopted on December 10, 1997, the City Council of the City of Houston, Texas (the "City"), created Reinvestment Zone Number Eight, City of Houston, Texas (the "Zone"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Code"), for the purposes of development and redevelopment in the area of the City generally referred to as the Memorial City area; and

WHEREAS, by Ordinance No. 1997-1572, adopted on December 17, 1997, the City approved the Project Plan and Reinvestment Zone Financing Plan for the Zone, as adopted and recommended by the Board of Directors of the Zone (the "Plan"); and

WHEREAS, the Code authorizes the Board of Directors of the Zone to adopt an amendment to the Plan, which amendment becomes effective upon approval by the City Council; and

WHEREAS, the Board of Directors of the Zone adopted and recommended the first amendment to the Plan which the City Council approved by Ordinance No. 1999-0707 on July 7, 1999; and
WHEREAS, the Board of Directors of the Zone adopted and recommended the second amendment to the Plan which the City Council approved by Ordinance No. 1999-0824 on August 11, 1999; and

WHEREAS, the Board of Directors of the Zone, at its November 5, 2014 board meeting, considered and adopted another set of proposed amendments to the Plan ("Third Amendment"), and has recommended the Third Amendment to the Plan for approval by the City Council; and

WHEREAS, before the Board of Directors of the Zone may implement the Third Amendment to the Plan, the City Council must approve the Third Amendment to the Plan; and

WHEREAS, the City Council finds that notice of the public hearing was published in a newspaper of general circulation within the City in the time and manner required by law; and

WHEREAS, the City Council approved the enlargement of the boundaries of the zone pursuant to Ordinance No. 2014-\(\text{1192}\); and

WHEREAS, the Third Amendment includes projects for the enlarged Zone; and

WHEREAS, before the Board of Directors of the Zone may implement the Third Amendment to the Plan, the City Council must approve the Third Amendment to the Plan; and

WHEREAS, the City Council conducted a public hearing on the proposed Third Amendment on December 3, 2014; and

\(^1\) Ordinance number of the ordinance enlarging the boundaries of the zone to be inserted by the City Secretary.
WHEREAS, at the public hearing, interested persons were allowed to speak for or against the proposed Third Amendment and the concept of tax increment financing; and

WHEREAS, evidence was received and presented at the public hearing in favor of the proposed Third Amendment and the concept of tax increment financing; and

WHEREAS, the City desires to approve the Third Amendment and to enlarge the boundaries of the Zone; NOW, THEREFORE,

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

Section 1. Findings. That the facts and recitals contained in the preamble of this Ordinance are found and declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Approval of the Third Amendment. That the Plans are hereby amended by adding "Part C," attached to this Ordinance as Exhibit "A." The Third Amendment is hereby determined to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Third Amendment.

Section 3. Distribution to Taxing Units. That the City Secretary is directed to provide copies of the Third Amendment to each taxing unit levying ad valorem taxes in the Zone.

Section 4. Severability. That if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the
intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 8. Emergency. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance 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 12th day of December, 2014.

APPROVED this ______ day of ______________, 2014.

Mayor of the City of Houston
Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is December 23, 2014.

(Prepared by Legal Department (SEK, December 1, 2014) Steven Kirkland, Senior Assistant City Attorney
(Requested by Andrew F. Icken, Chief Development Officer, Mayor’s Office of Economic Development)
(L.D. File No. ________________)

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MAYOR PARKER

COUNCIL MEMBERS

STARDIG
DAVIS
COHEN
BOYKINS
MARTIN
NGUYEN
PENNINGTON
GONZALEZ
GALLEGOS
LASTER
GREEN
COSTELLO
ROBINSON
KUBOSH
BRADFORD
CHRISTIE

CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: DEC 23 2014

MAY 017 Rev. 01/14
EXHIBIT "A"

PART C – THIRD AMENDMENT TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR THE GULFGATE ZONE
TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT
CITY OF HOUSTON, TEXAS

THIRD AMENDED
PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

November 25, 2014
REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS

Part C – Third Amended Project Plan and Reinvestment Zone Financing Plan

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B. Redevelopment Plan Concepts and Goals .................................................................................. 2
C. Authorized Projects and Project Costs ....................................................................................... 5
D. Project Plan ..................................................................................................................................... 7
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Exhibit 1 – Plan C 3rd Amendment /Annexation Values - Projected Property Tax Revenues (TIRZ Funds Available)

Exhibit 2 – Original Zone (Part A Plan) combined with Part B and C Plan Annexation Values and Revenues

Exhibit 3 – Boundary Description of Zone (Part C Plan)

Map 1 – Existing Land Use

Map 2 – Corridor Projects with Estimated Project and Non-Project Costs
Introduction

The Reinvestment Zone Number Eight, City of Houston, Texas, ("T.I.R.Z. #8," "Gulfgate," or "Zone") was created by the City Council of the City of Houston, Texas ("City") on December 10, 1997, by Ordinance No. 97-1524 and enlarged by Ordinance No. 1999-0706. The primary goals of the Zone are expanded to provide a source of funding through tax increments generated by redevelopment to better eliminate the blight and substandard conditions existing and provide a way to remediate unsafe and unsanitary conditions in the Zone, and encourage the sound growth of the residential, retail, and commercial sectors in the Zone through the purchase, demolition and reconstruction of property, as well as design and construction of improved mobility systems, streetscape enhancements, pedestrian amenities, public utility system upgrades, adequate public facilities, and parkland and public space improvements.

Section One

The Part A Plan and the Part B Plan

In December 1997 the City approved Gulfgate’s first Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 97-1572 (Part A Plan), as amended on August 17, 1999, by Ordinance No. 1999-824 (Part B Plan). The Part A Plan and the Part B Plan collectively consisted of a comprehensive plan for redevelopment in the Zone with project costs consisting of purchase, demolition and reconstruction of property, as well as relocation and reconstruction of infrastructure, mobility improvements, and streetscape enhancements.

Section Two

The Part C Plan

The Zone and the City now propose the third amendment to the Project Plan and Reinvestment Zone Financing Plan (Part C Plan). The Part C Plan consists of (i) a summary of the redevelopment efforts of the Zone, (ii) a restatement of the Zone’s redevelopment goals for the Zone, (iii) the redesignation of the Zone’s project cost categories and allocations to align with current goals, and (iv) the anticipated use of expenditures for the cost of operating Zone and project facilities.

A. Summary of Redevelopment Efforts

Significant redevelopment and reinvestment has occurred in Gulfgate since inception of the Zone. More, as intended with creation and expansion of the Zone, improvements to Gulfgate Mall and adjacent properties has served as a catalyst for private reinvestment in surrounding areas, most notably in neighborhoods and commercial areas north of the Zone.
The initial wave of development is transforming neighborhoods north of Gulfgate Mall, with specific emphasis in the East End, but reinvestment south of the Mall has remained limited. Recent and ongoing public and nonprofit investment focused around William P. Hobby Airport offers a unique and timely opportunity to expand the Zone and couple its resources with those of other partners such as the City of Houston, Scenic Houston and the Hobby Area Management District to enhance revitalization efforts and spur private activity. Capital improvements underway or in design include improvements to the airport, reconstruction and enhancement of corridors such as Broadway Street, and visual enhancements and streetscape improvements along Broadway Street and Airport Boulevard. The link between capital improvements and successful redevelopment is evidenced by the large-scale success of Gulfgate Mall.

As Gulfgate continues to serve as a catalytic focal point for reinvestment in areas along the Gulf Freeway, it has further capacity to improve the commercial, residential and public environments for surrounding neighborhoods, commercial centers and areas of employment, thereby further bolstering private investment and the overall economic condition of southeast Houston. Reinvestment through the Zone has the particular opportunity to bring new life to areas such as the Bellfort Avenue Corridor, Telephone Road Corridor, Dixie Road Corridor, Long Road Corridor, Mykawa Road Area, and the previously noted Broadway Street Corridor.

B. Redevelopment Plan Concepts and Goals

The redevelopment concepts and goals of the Part C Plan restate the prior redevelopment concepts and goals, updated based on the results of the Zone’s redevelopment efforts. To the extent that prior statements of redevelopment concepts conflict with the concepts and goals articulated in the Part C Plan, the concepts and goals outlined below control.

**Goal 1: Improve and enhance major and/or strategic corridors and opportunities for connectivity throughout the Zone**

The expanded Zone will place increased emphasis on continuing to improve the network of roadways, sidewalks, trails, and transit sites for purposes of reconditioning or reconstructing deteriorating infrastructure, improving mobility, increasing multimodal connectivity, and improving the appearance of the corridor network. Initial efforts will include partial funding for expansion of streetscape and pedestrian enhancements along Broadway Street in coordination with roadway reconstruction efforts by the City of Houston. Funds from Scenic Houston and the Hobby Area Management District will be leveraged for additional private and public funds. Streetscape enhancements could further be expanded to include support and expansion of enhancement efforts by the Houston Airport System along Airport Boulevard. Roadway reconstruction and streetscape improvements could likewise extend along Bellfort Avenue through the commercial areas that extend to Telephone Road. Other major investment areas include:
• Bellfort Avenue Corridor. Improvements to include roadway reconstruction along the length of the roadway from Telephone Road to Martin Luther King, including advocacy for a “complete streets” approach to the extent practical, appropriate to the character of the corridor and as financing becomes available. The possibility of pedestrian and bikeway enhancements will allow the corridor to be multifunctional to the extent practical. Visual enhancements are envisioned along the corridor that will tie into improvements along Broadway Street and positively impact adjacent commercial areas and neighborhoods.

• Telephone Road Corridor. Improvements proposed include roadway reconstruction that follow the “complete streets” philosophy, including the possibility of pedestrian enhancements and other multifunctional improvements to the extent practical and as financing becomes available. Visual enhancements are critical to the Telephone Road corridor as a major north-south route to local commercial areas and neighborhoods, but also for travelers to and from Hobby Airport.

• Dixie Road Corridor. Improvements focus upon roadway reconstruction appropriate to each phase of the roadway extending from Mykawa Road to Reveille Street, including application of “complete streets” concepts, as well as visual enhancements as is practical and as financing becomes available.

• Long Road Corridor. Improvements focus upon roadway reconstruction, including possible accommodation of extended rail service in the event that the corridor is a candidate for rail transit service. Like preceding roadway corridors, improvements within the Long Road Corridor extending from Interstate 610 to Reveille Street are proposed to follow the “complete streets” format to the extent practical and as financing becomes available.

• Mykawa Road Area. Improvements within the Mykawa Road area are intended to spur neighborhood reinvestment and preservation while also creating economic opportunity and encourage creation of affordable housing. Improvements include infrastructure and roadway improvements in the areas surrounding Mykawa Road to offset development costs. Improvements in vacant or underperforming areas offer the opportunity for new development while similar improvements in existing commercial areas and neighborhoods promote reinvestment and long term sustainability.

• Enhancement of the areawide system of bike pathways that are either planned or currently in place, such as the signed shared lanes along Bellfort Avenue and the trail network under development along Sims Bayou.

• Systemwide visual enhancements that improve safety, wayfinding and the overall experience of traveling throughout the Zone, including use of visual enhancement to unify the area under a common theme. Examples of such
improvements are similar to elements proposed along Broadway Street, including landscaping, signage, monumentation, lighting, street furniture, street and sidewalk treatments, intersection improvements, and bridge enhancements, among other items.

- Areawide strategic acquisition and clearance of property for purposes of targeted blight removal in order to promote public safety, preservation and enhancement of existing commercial areas, neighborhood reinvestment and preservation, and overall improvement of economic opportunity.

Goal 2: Enhance public infrastructure, facilities and services throughout the Zone

Similar to treatment of corridors, expansion of the Zone will allow for enhancements to the physical infrastructure and public facilities within the Zone to provide adequate capacity and to enhance provision of critical public services.

Goal 3: Develop and enhance open green space, parks, plazas, and other similar improvements within the Zone.

The Zone will place a new effort on development of green space and green connection opportunities, as well as redevelopment of existing spaces for the creation of cohesive and vibrant communities within the Zone as well as attracting economic investment from outside of the Zone. There is an established need for public open spaces consisting of parks, plazas, public squares, natural areas, recreational amenities, cultural amenities, and landscaping in public right-of-way as a means to carry out the vision for creating a series of communities with open spaces, connectivity and mixed uses along strategic corridors. Parks and plazas help foster social interactions that define the public realm and urban culture. Incorporation of Glenbrook Golf Course and the surrounding green space provides an opportunity for participation in improvements at this location, as well as along Sims Bayou. Improvements along the esplanades of Broadway Street and Airport Boulevard will serve as a model for additional improvements along other major corridors throughout the Zone.

Goal 4: Facilitate development and redevelopment of vacant, underdeveloped and underperforming areas of the Zone through targeted real estate acquisition, strategic demolition and land improvements.

Improvements to Gulfgate Mall, Hobby Airport, Broadway Street and Airport Boulevard substantially improve the marketability of property within the Zone and implementation of goals to enhance infrastructure, connectivity, mobility, visual quality and adequate services will further positively influence the development position of area sites. The Zone has the opportunity to even further improve the economic position of the area through targeted blight removal to eliminate impediments that make property difficult to develop. This includes acquisition of property, demolition of structures, remediation to remove site impediments, and potentially construction of facilities such as parking or
stormwater management if appropriate to spur appropriate development activity, promote private investment and improve economic opportunities for existing and future residents and business owners.

Targeted real estate acquisitions of blighted properties to catalyze redevelopment is a goal that has proven success within the Zone. The Part A Plan envisioned and realized Gulfgate Mall as the focus area of activities and, as a result, reinvestment has occurred, although it has been largely limited to areas north of the Zone. An expanded Zone will combine the catalytic capabilities of Gulfgate Mall with substantial existing and proposed improvements associated with William P. Hobby airport, including airport improvements, complete reconstruction of Broadway Street, and streetscape improvements along Airport Boulevard.

The Zone will utilize said catalytic nodes, removal of blighted or underperforming structures, as well as targeted acquisitions of additional property to induce complimentary projects, increase local economic opportunity, and improve safety and services for area residents and business owners.

The Zone will expedite capital improvement projects by managing the projects and using tax increment to finance them. It will further add value to strategic improvements by using tax increment to leverage additional improvements above those contemplated by typical and traditional improvement as a means of increasing value and functionality, enhancing reinvestment potential, and also serving as a model for best practices to surrounding property owners. Map 1, attached hereto, depicts the non-exclusive list of corridors and areas of focus within the Zone, such as the Bellfort Avenue corridor and the Mykawa Road area, as described above. The Zone will continue to enhance public infrastructure in order to keep pace with expanding demands and to spur reinvestment in currently developed locations, as well as new development on vacant properties.

C. Authorized Projects and Project Costs

The amended and restated project costs are detailed in Table 1, below. The dollar amounts for each category are approximate and may be amended from time to time by the Board of Directors of the Zone with approval of the City Council.
Table 1: Tax Increment Reinvestment Zone No. 8 Project Costs

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Total Project Costs: $14,751,920

$4,587,686

$15,867,222

$84,330,000

$119,536,828
D. Project Plan

Existing and Proposed Uses of Land (Texas Tax Code § 311.011(b)(1)): Map 1, attached hereto, depicts the existing land uses in the original and annexed areas of the Zone. Proposed land uses shall include similar, but enhanced, multi-family and single family residential, commercial retail, office, hotel and travel related activity, heavy commercial and industrial, public and institutional, transportation, park and open spaces with increasingly diminished undeveloped land over time.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances (Texas Tax Code § 311.011(b)(2)): All construction will be performed in conformance with the City’s existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Costs (Texas Tax Code § 311.011(b)(3)): The project costs referenced in Table 1 are inclusive of project costs to be incurred by the Zone only. The costs that would otherwise be project costs but are derived from other parties, such as the Texas Department of Transportation or private sources, are non-project costs. Funding identified in Table 1 for corridor improvement projects will be leveraged to acquire non-project funding.

The City of Houston is investing heavily in improvements to William P. Hobby Airport in preparation for international service and an increase in demand, as well as making substantial improvements to Broadway Street and Airport Boulevard – in total more than $280 million in improvements to be completed by 2017. The Hobby Area Management District and Scenic Houston are acquiring funds to complete an additional $7.5 million in enhancements to Broadway Street – $2,300,000 of which will be project costs to be funded by TIRZ No. 8. The remainder will be privately raised as non-project costs.

Other corridor improvement projects are expected to leverage non-project funding as follows:

- Bellfort Avenue - $26,500,000
- Telephone Road - $38,200,000
- Dixie Road - $15,200,000
- Long Road - $12,250,000

The Hobby Area Management District will be making additional non-project improvements throughout the boundaries of the district to further spur neighborhood stability and preservation, economic opportunity, and quality of life improvements.
All of this is in addition to, and intended to catalyze, non-project cost contributions by the private sector through new development and redevelopment. The expanded Zone includes over 1,800 acres of vacant property available to be developed throughout the life of the Zone.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code § 311.011(b)(4)): It is not anticipated that any residents will be displaced or relocated as a result of the Part C Plan.

E. Reinvestment Zone Financing Plan

Estimated Project Costs (Texas Tax Code § 311.011(c)(1)): Table 1 details proposed public improvement to be funded utilizing resources from Tax Increment Reinvestment Zone No. 8. As set forth in the Part C Plan, the dollar amounts are approximate and may be amended from time to time by the Board of Directors of the Zone with approval of the City Council. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on Table 1. The project categories describe generally the kind of improvements contemplated by this Part C Plan.

Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed in the Zone (Texas Tax Code § 311.011(c)(2)): These details are described throughout the Part C Plan, including but not limited to those presented in Map 1, such as roadway, streetscape and overall enhancements along corridors such as Bellfort Street, Telephone Road, Broadway Street, Dixie Road, Long Road, and Mykawa, and may also include projects such as trail enhancements along Sims Bayou with potential connectivity to improvements along Broadway Street, relocation or development of public facilities throughout the area, and various infrastructure improvements throughout the Zone.

Economic Feasibility (Texas Tax Code § 311.011(c)(3)): An economic feasibility study was completed for the Gulfgate area in 1997 by CDS Market Research. The study documents the economic potential in the Zone. Exhibit 1 constitutes updated incremental revenue estimates for this Part C Plan. The incremental revenue estimates are projected to be sufficient to cover the costs of the proposed redevelopment and infrastructure improvements in the Zone for the remainder of the Zone.

Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code § 311.011(c)(4), § 311.011(c)(5)): Issuance of notes and bonds by the Zone will occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and sale of such notes and bonds.
Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code § 311.011(c)(6)): Methods and sources of financing include the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships. Tax increment associated with this Part C Plan will consist of contributions from the City of Houston and Harris County. This figure is calculated using a City contribution of $0.63108/$100 of assessed valuation and a Harris County contribution of $0.41730/$100 of assessed valuation. No contribution is expected from the Houston Independent School District for purposes of Part C Plan only.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code § 311.011(c)(7)): As of October 2014, the current appraised value of taxable real property is $1,261,445,877 (with $117,810,245 in the Original Zone and $1,073,278,622 in the Expanded Zone).

Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code § 311.011(c)(8)): The estimated captured appraised value for Part C is contained in Exhibit 1.

Zone Duration (Texas Tax Code § 311.011(c)(9)): The Zone will terminate on December 31, 2044.
<table>
<thead>
<tr>
<th>Description</th>
<th>Taxable Value</th>
<th>New Taxable Value</th>
<th>Change</th>
<th>First Year</th>
<th>Second Year</th>
<th>Third Year</th>
<th>Fourth Year</th>
<th>Fifth Year</th>
<th>Sixth Year</th>
<th>Seventh Year</th>
<th>Eighth Year</th>
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**Notes:**
1. Assumes 1.5% increase per year for years of tax levies in 2015
2. Assumes 1.5% increase per year for years of tax levies in 2016

**Exhibit 2:** Plan C Amendment / Assumptions Values
Projected Property Tax Revenues (1% Hazard Fire District)
<table>
<thead>
<tr>
<th>Year</th>
<th>Original</th>
<th>Assessed</th>
<th>New Assessed</th>
<th>Current Value</th>
<th>City Tax Rate</th>
<th>School Tax Rate</th>
<th>County Tax Rate</th>
<th>Total Tax Rate</th>
<th>School Levy</th>
<th>City Levy</th>
<th>County Levy</th>
<th>Total Levy</th>
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<tr>
<td>2021</td>
<td>9,718,120</td>
<td>10,299,720</td>
<td>10,727,842</td>
<td>56,589,912</td>
<td>37,714,123</td>
<td>1,078,277,062</td>
<td>6,013,188</td>
<td>0.017200</td>
<td>98%</td>
<td>105,510</td>
<td>141,798</td>
<td>2,156,569</td>
</tr>
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<td>2022</td>
<td>9,718,120</td>
<td>10,299,720</td>
<td>10,727,842</td>
<td>56,589,912</td>
<td>37,714,123</td>
<td>1,078,277,062</td>
<td>6,013,188</td>
<td>0.017200</td>
<td>98%</td>
<td>105,510</td>
<td>141,798</td>
<td>2,156,569</td>
</tr>
<tr>
<td>2023</td>
<td>9,718,120</td>
<td>10,299,720</td>
<td>10,727,842</td>
<td>56,589,912</td>
<td>37,714,123</td>
<td>1,078,277,062</td>
<td>6,013,188</td>
<td>0.017200</td>
<td>98%</td>
<td>105,510</td>
<td>141,798</td>
<td>2,156,569</td>
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<td>2024</td>
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<td>0.017200</td>
<td>98%</td>
<td>105,510</td>
<td>141,798</td>
<td>2,156,569</td>
</tr>
</tbody>
</table>

*Note:* Original and Assessed values are subject to change. The tax levy rates are set by the local government and may vary from year to year.
Map 1: Existing Land Use and Potential Improvement Projects

Property Classification (Oct. 2014)
- Single-Family Residential (2,872)
- Multi-Family Residential (42)
- Two- or more Residential (85)
- Vacant Lot (895)
- Commercial (Vacant) (842)
- Agri. Land (120)
- Farm & Ranch Land (1)
- Commercial (1,306)
- Industrial (17)
- Zoned (98)
- Exempt (542)

Potential Project Areas
1. Broadway Boulevard Corridor
2. Bellfort Avenue Corridor
3. Telephone Road Corridor
4. Dixie Road Corridor
5. Long Road Corridor
6. Maywood Road Corridor
Map 2: Project Corridors

Potential Project Areas:
1. Broadway Boulevard Corridor
2. Belfort Avenue Corridor
3. Telephone Road Corridor
4. Dunet Road Corridor
5. Long Road Corridor
6. Mykawa Road Corridor
EXHIBIT "B"

MAP OF BOUNDARIES AS ENLARGED
GULFGATE REDEVELOPMENT AUTHORITY and
REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS
NOTICE OF JOINT MEETING

TO: THE BOARD OF DIRECTORS OF THE GULFGATE REDEVELOPMENT AUTHORITY AND
REINVESTMENT ZONE NUMBER EIGHT, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER
INTERESTED PERSONS:

Notice is hereby given that the Gulfgate Redevelopment Authority, City of Houston, Texas, and the
Reinvestment Zone Number Eight, City of Houston, Texas, will hold a joint meeting on **Wednesday,**
**February 7, 2018,** at 3:30 p.m., Alta Verde Apartments, Community Center, 8915 Broadway Street,
Houston, Texas 77061, open to the public, to consider, discuss and adopt such orders, resolutions or
motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to
the following matters:

**AGENDA**

1. Establish quorum and call meeting to order.
2. **Receive public comments.** (A statement of no more than 3 minutes may be made on items of general relevance. There will be no
yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engaging in
dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the
entire Board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be
cause for termination of time privileges.)
3. Approve Minutes of the November 15, 2017 meeting.
4. Receive Bookkeeper’s Report and approve payment of invoices.
5. Consider proposal from Equi-Tax for professional services regarding review of HCAD tax rolls.
6. Receive update from Houston Parks Board regarding Sims Bayou Greenway projects.
7. Receive and consider recommendations regarding CIP T-0802 Corridor Mobility Projects.
8. Presentation, reports, or updates from the Directors, consultants, City of Houston staff, or others
regarding development in the Authority and Zone and implementation of Project Plan.
9. Receive update and consider Reimbursement Agreement related to infrastructure for
affordable/workforce single-family development in the Mykawa Corridor.
10. Adjourn.

David W. Hawes, Executive Director

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to
contact the District’s Executive Director at (713) 595-1200 at least three business days prior to the meeting so that the
appropriate arrangements can be made.
The zone is located in southeast Houston adjacent to Hobby Airport. It is bounded by 1-45 to the north, 610 to the west, MLK to the south and Almeda Genoa to the east. The zone is approximately 6,000 acres and includes (Subjective) Huisla and property south and southeast of Subjective Huisla.

The MHC's Houston District (TIRZ #8) is located in the southern portion of the City of Houston and is centered around major corridors including Mykawa, Dixie, and Long corridors. In addition, the zone is bounded by major avenues including 1-45, 610, MLK and Almeda Genoa and their respective expansions.

The primary goals of the Zone are to:

- Enhance public access and improve transportation efficiency.
- Broaden and improve public amenities in the area.
- Improve the appearance of the area and increase property values.
- Create a vibrant, walkable neighborhood.

The zone includes major employers, shopping areas, educational institutions, and recreational opportunities. It is also home to major transportation corridors including 1-45, 610, MLK, and Almeda Genoa.

Service Questions? We're Here To Help.
Contact us on this form

Directions:
- Use Subjective Huisla or major streets to enter the area.
- The zone is bounded by 1-45, 610, MLK, and Almeda Genoa.

Location:
- The zone is located in southeast Houston adjacent to Hobby Airport.
- It is bounded by 1-45 to the north, 610 to the west, MLK to the south, and Almeda Genoa to the east.
- The zone is approximately 6,000 acres.
- It includes (Subjective) Huisla and property south and southeast of Subjective Huisla.

The MHC's Houston District (TIRZ #8) is located primarily in the southern portion of the City of Houston and is centered around major corridors including Mykawa, Dixie, and Long corridors. In addition, the zone is bounded by major avenues including 1-45, 610, MLK, and Almeda Genoa.

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Service Questions? We're Here To Help.
Contact us on this form

Directions:
- Use Subjective Huisla or major streets to enter the area.
- The zone is bounded by 1-45, 610, MLK, and Almeda Genoa.
(III) The Development Site is located within 1 mile of a full-service grocery store. A full service grocery store is a store of sufficient size and volume to provide for the needs of the surrounding neighborhood including the proposed Development; and the space of the store is dedicated primarily to offering a wide variety of fresh, frozen, canned and prepared foods, including but not limited to a variety of fresh meats, poultry, and seafood; a wide selection of fresh produce including a selection of different fruits and vegetables; a selection of baked goods and a wide array of dairy products including cheeses, and a wide variety of household goods, paper goods and toiletry items. (1 point)

- KROGER / 6322 Telephone Rd, Houston, TX 77087

(IV) The Development Site is located within 1 mile of a pharmacy. For the purposes of this menu item only, the pharmacy may be claimed if it is within the same building as a grocery store. (1 point)

- KROGER PHARMACY / 6322 Telephone Rd, Houston, TX 77087
- CVS PHARMACY / 6161 Telephone Rd, Houston, TX 77087

(V) The Development Site is located within 3 miles of a health-related facility, such as a full service hospital, community health center, minor emergency center, emergency room or urgent care facility. Physician offices and physician specialty offices are not considered in this category. (1 point)

- MI DOCTOR MEDICAL/COMMUNITY HEALTH CENTER / 8225 Broadway St, Houston, TX 77061

(VI) The Development Site is within 2 miles of a center that is licensed by the Department of Family and Protective Services (“DFPS”) specifically to provide a school-age program or to provide a child care program for infants, toddlers, and/or pre-kindergarten. The Application must include evidence from DFPS that the center meets the above requirements. (1 point)

- ADVENTURES OF LEARNING / 6629 BELLFORT ST HOUSTON, TX 77087

(IX) The Development Site is located within 5 miles of an accredited university or community college, as confirmed by the Texas Higher Education Coordination Board (“THECB”). To be considered a university for these purposes, the provider of higher education must have the authority to confer bachelor’s degrees. Two-year colleges are considered community colleges, and to be considered for these purposes must confer at least associate’s degrees. The university or community college must have a physical campus, where classes are regularly held for students pursuing their degrees, within the required distance; online-only institutions do not qualify under this item. (1 point)

- UNIVERISTY OF HOUSTON / 4800 Calhoun Rd, Houston, TX 77004

(XII) Development Site is within 1 mile of an outdoor, dedicated, and permanent recreation facility available to the public. Examples include swimming pools or splash pads, tennis courts, golf courses, softball fields, or basketball courts. (1 point)

- ROBERT C. STUART PARK / 7250 Bellfort St, Houston, TX 77087
- REVEILLE PARK / 7700 Oak Vista St, Houston, TX 77087

(XIV) Development Site is in the current service area of Meals on Wheels or similar nonprofit service that provides regular visits and meals to individuals in their homes. (1 point)

- MEALS ON WHEELS – HOUSTON / 3303 Main Street Houston, TX 77002
About Us

Clinicas Mi Doctor, the best Medical team in Texas serving the Dallas Fort Worth Metropolitan and the greater Houston communities through 20 clinics. As the number of Clinicas Mi Doctor clinics has grown over the years, we have remained true to our founding mission of providing easy access to health services.

Our Story

Clinicas Mi Doctor was born in early 2007 with the acquisition of two family medicine practices of our founder Dr. Gonzalo Venegas, creating a combined effort to help the community gain access to high quality and accessible primary care medical services.

With the financial backing of Investar Financial, we continue to increase our presence in the DFW and Houston areas by opening more locations and by strengthening our current medical provider network.

Our open-access focus accommodates every patient that comes through our doors without the necessity of booking an appointment.

Our Mission

To provide easy access to health services.

Our Vision

To create a better everyday life for the communities we serve.

MD PRIDE

Patient First
Act with compassion and empathy.

Respect
Respect for your team members, together we accomplish more.

Improvement
Pursue growth to achieve collective success.

Dedication
Commit to the highest level of care.

Efficiency
Promote teamwork, lead by example, to enhance patient experience.

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MD Medical Group

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1-888-776-5252
Services

**Chronic Disease Care & Control**
- Diabetes
- High Blood Pressure
- Thyroid
- High Cholesterol
- Overweight and Obesity
- Weight Loss Program
- Skin Diseases
- Sexually Transmitted Diseases (STD)
- Gastrointestinal Issues
- Stomach Ulcers
- Asthma
- Allergies

**Preventive Medicine**

**Pediatric Care**
- Well child exam
- Annual physical exam / School and Sports Physical Exams

**Women's Health**
- Annual Women Well Check Exam
- Pap Smear
- Human Papillomavirus Test (HPV)
- Breast Exam
- Pregnancy Test

**Men's Health**
- Annual Men Well Check Exam
- Prostate Exam

**Procedures**
- Immunization Administration
- Skin Biopsies
- Nebulizer Treatment
- IUD Insertion and Removal
- Incision and Drainage of Skin Abscess
- Foreign Body Removals
- Suture and Suture Removal
- Laceration Repair
- Wart Removal
- Skin Tag Removal
- Nail Removal
- Trigger Point Injections
- Ear Wax Removal

**Laboratories**
- Complete Blood Count (CBC)
- Comprehensive Metabolic Panel (CMP)
- Glucose Exam
- Hemoglobin A1C
- Urine Analysis
- Lipid Panel
- Body Mass Index
- Prostate Specific Antigen (PSA)
- Sexually Transmitted Diseases Test (STD)
- Pregnancy Test

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**Operation Details**

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

- **Operation Number:** 1661673
- **Operation Type:** Licensed Center
- **Program Provided:** Child Care Program
- **Administrator/Director Name:** Anthony Thomas
- **Location Address:** 6629 BELLFORT ST, HOUSTON, TX 77087
- **Mailing Address:** 6629 BELLFORT ST, HOUSTON, TX 77087
- **Phone Number:** 832-516-9995
- **County:** HARRIS
- **Type of Issuance:** Initial
- **Issuance Date:** 9/25/2017
- **Conditions on Permit:** No
- **Accepts Child-Care Subsidies:** Yes
- **Hours of Operation:** 06:00 AM-08:00 PM
- **Days of Operation:** Monday - Sunday
- **Total Capacity:** 35
- **Licensed to Serve Ages:** Infant, Toddler, Pre-Kindergarten, School
- **Number Of Admin Penalties:** 0
- **Corrective Action:** No
- **Adverse Action:** No
- **Temporarily Closed:** No

**Two Year Inspection Summary**

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

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

  - **In the last two years, Licensing conducted the following:**
    - 5 Inspections
    - 0 Assessments
    - 0 Self Reported Incidents
    - 1 Reports

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

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

**Two Year Compliance Summary**

- During the last two years, 2302 standards were evaluated for compliance at this operation.

  - Of the standards evaluated, 2 deficiencies were cited.

Click on the number of deficiencies to see additional details.

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

- The weights of the standard deficiencies cited in the past two years are as follows:
  - 1 was weighted as High
  - 1 was weighted as Medium - High
  - 0 were weighted as Medium
  - 0 were weighted as Medium - Low
  - 0 were weighted as Low

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
<table>
<thead>
<tr>
<th>Institution Name</th>
<th>System Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Administrative Officer</th>
<th>Administrative Officer Title</th>
<th>Main Telephone</th>
<th>Website Address</th>
</tr>
</thead>
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<tr>
<td>Abilene Christian University</td>
<td>ACU Box 29100</td>
<td>Abilene</td>
<td>79699</td>
<td>Phil Schubert</td>
<td>President</td>
<td>(325) 674-2412</td>
<td><a href="http://www.acu.edu">www.acu.edu</a></td>
<td></td>
</tr>
<tr>
<td>Alamo Community College - Northeast</td>
<td>Alamo Community College District</td>
<td>1201 Kitty Hawk Rd</td>
<td>Universal City</td>
<td>78148</td>
<td>Veronica Garcia</td>
<td>President</td>
<td>(210) 485-0000</td>
<td><a href="http://www.alamo.edu/dlc">www.alamo.edu/dlc</a></td>
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<tr>
<td>Alamo Community College - Northwest</td>
<td>Alamo Community College District</td>
<td>3535 North Ellison Drive</td>
<td>San Antonio</td>
<td>78253</td>
<td>Jic Baker</td>
<td>President</td>
<td>(210) 486-4900</td>
<td><a href="http://www.alamo.edu/nwc">www.alamo.edu/nwc</a></td>
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<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Alamo Community College District</td>
<td>1400 West Villanet Boulevard</td>
<td>San Antonio</td>
<td>78224</td>
<td>Ruben Michael &quot;Mike&quot; Flores</td>
<td>President</td>
<td>(210) 486-3880</td>
<td><a href="http://www.alamo.edu/spc">www.alamo.edu/spc</a></td>
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<td>Alamo Community College - San Antonio College</td>
<td>Alamo Community College District</td>
<td>1300 San Pedro Avenue</td>
<td>San Antonio</td>
<td>78212</td>
<td>Robert Vela</td>
<td>President</td>
<td>(210) 486-0595</td>
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<tr>
<td>Alamo Community College - St. Philip's College</td>
<td>Alamo Community College District</td>
<td>1801 Martin Luther King Boulevard</td>
<td>San Antonio</td>
<td>78203</td>
<td>Adena Loston</td>
<td>President</td>
<td>(210) 486-2900</td>
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<tr>
<td>Alfonso Ibarra College</td>
<td>P.O. Box 447</td>
<td>Amarillo</td>
<td>79105</td>
<td>Russell Lowery-Hart</td>
<td>President</td>
<td>(806) 371-5000</td>
<td><a href="http://www.alfonsoibarra.edu">www.alfonsoibarra.edu</a></td>
<td></td>
</tr>
<tr>
<td>Appalachian University</td>
<td>1300 East Longview Avenue</td>
<td>Logan</td>
<td>24601</td>
<td>Valerie Faggett</td>
<td>President</td>
<td>(304) 766-5254</td>
<td><a href="http://www.appalachian.edu">www.appalachian.edu</a></td>
<td></td>
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<tr>
<td>Angelina College</td>
<td>5000 South First Street</td>
<td>Lufkin</td>
<td>75905</td>
<td>Michael Simon</td>
<td>President</td>
<td>(936) 639-1801</td>
<td><a href="http://www.angelina.edu">www.angelina.edu</a></td>
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</tr>
<tr>
<td>Angelo State University</td>
<td>2601 W. Avenue N</td>
<td>San Angelo</td>
<td>76909</td>
<td>Brian J. May</td>
<td>President</td>
<td>(325) 942-2073</td>
<td><a href="http://www.angelo.edu">www.angelo.edu</a></td>
<td></td>
</tr>
<tr>
<td>Austin College</td>
<td>3500 Eckles Avenue</td>
<td>Sherman</td>
<td>75092</td>
<td>Janice Deas</td>
<td>President</td>
<td>(903) 823-3901</td>
<td><a href="http://www.austincollege.edu">www.austincollege.edu</a></td>
<td></td>
</tr>
<tr>
<td>Austin Community College</td>
<td>5930 Middle Fiskville Road</td>
<td>Austin</td>
<td>78752</td>
<td>Richard Rhodes</td>
<td>President/CEO</td>
<td>(512) 223-7000</td>
<td><a href="http://www.austintx.gov">www.austintx.gov</a></td>
<td></td>
</tr>
<tr>
<td>Baylor College of Medicine</td>
<td>One Baylor Plaza</td>
<td>Houston</td>
<td>77030</td>
<td>Paul Klotman</td>
<td>President</td>
<td>(713) 798-4833</td>
<td><a href="http://www.bcm.tmc.edu">www.bcm.tmc.edu</a></td>
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</tr>
<tr>
<td>Blinn College District</td>
<td>802 College Avenue</td>
<td>Brenham</td>
<td>77833</td>
<td>Mary Remley</td>
<td>Chancellor/President</td>
<td>(979) 830-4000</td>
<td><a href="http://www.blinn.edu">www.blinn.edu</a></td>
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<tr>
<td>Bluegrass College</td>
<td>100 College Drive</td>
<td>Lake Jackson</td>
<td>77446</td>
<td>Willy Maldonado</td>
<td>President/CEO</td>
<td>(979) 230-3000</td>
<td><a href="http://www.bluegrasscol.edu">www.bluegrasscol.edu</a></td>
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</tr>
<tr>
<td>Central Texas College</td>
<td>6200 West Central Texas Expwy</td>
<td>Killeen</td>
<td>76549</td>
<td>Ryan Yonick</td>
<td>Chancellor</td>
<td>(254) 526-7161</td>
<td><a href="http://www.ctcd.edu">www.ctcd.edu</a></td>
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<tr>
<td>Cisco College</td>
<td>101 College Hills</td>
<td>Cisco</td>
<td>76437</td>
<td>Thad Anglin</td>
<td>President</td>
<td>(254) 442-5000</td>
<td><a href="http://www.cisco.edu">www.cisco.edu</a></td>
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<tr>
<td>Clarendon College</td>
<td>1122 College Drive</td>
<td>Clarendon</td>
<td>79226</td>
<td>Robert Keith Rua</td>
<td>President/CEO</td>
<td>(806) 374-3671</td>
<td><a href="http://www.clarendoncollege.edu">www.clarendoncollege.edu</a></td>
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<tr>
<td>Coastal Bend College</td>
<td>1800 Fords Highway</td>
<td>Beautelle Place</td>
<td>76104</td>
<td>Hilda Guerra</td>
<td>President</td>
<td>(361) 948-3454</td>
<td><a href="http://www.coastalbend.edu">www.coastalbend.edu</a></td>
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</tr>
<tr>
<td>College of the Mainland Community College District</td>
<td>1200 Amburn Road</td>
<td>Pearland</td>
<td>77574</td>
<td>Warren Nichols</td>
<td>President</td>
<td>(409) 958-1211</td>
<td><a href="http://www.cmcc.edu">www.cmcc.edu</a></td>
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<tr>
<td>Cibolo Community College District</td>
<td>8300 East Spring Creek Parkway</td>
<td>Pflugerville</td>
<td>78660</td>
<td>Tasha Matkin</td>
<td>President</td>
<td>(512) 791-1258</td>
<td><a href="http://www.cibolo.edu">www.cibolo.edu</a></td>
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<tr>
<td>Concordia University Texas</td>
<td>1140 Concordia University Drive</td>
<td>Austin</td>
<td>78752</td>
<td>Thomas Cede</td>
<td>President</td>
<td>(512) 313-9300</td>
<td><a href="http://www.concordia.edu">www.concordia.edu</a></td>
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<tr>
<td>Dallas Baptist University</td>
<td>3000 Mountain Creek Parkway</td>
<td>Dallas</td>
<td>75241</td>
<td>Adam C. Wright</td>
<td>President</td>
<td>(214) 333-5148</td>
<td><a href="http://www.dbu.edu">www.dbu.edu</a></td>
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</tr>
<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Dallas County Community College District</td>
<td>3939 Valley View Lane Farmers Branch</td>
<td>Dallas</td>
<td>75244-4906</td>
<td>Tom Chouinard</td>
<td>President</td>
<td>(972) 860-4700</td>
<td><a href="http://www.brookhavencollege.edu">www.brookhavencollege.edu</a></td>
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<tr>
<td>Dallas County Community College - Cedar Valley College</td>
<td>Dallas County Community College District</td>
<td>5030 North Dallas Avenue</td>
<td>Lancaster</td>
<td>75134</td>
<td>Lee Seabrook</td>
<td>President</td>
<td>(972) 860-8200</td>
<td><a href="http://www.cedarvalleycollege.edu">www.cedarvalleycollege.edu</a></td>
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<tr>
<td>Dallas County Community College - Eastern College</td>
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<td>3737 Motley Drive</td>
<td>Mesquite</td>
<td>75150</td>
<td>Joan Cormany</td>
<td>President</td>
<td>(972) 860-7001</td>
<td><a href="http://www.eastfieldcollege.edu">www.eastfieldcollege.edu</a></td>
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<tr>
<td>Dallas County Community College - El Centro College</td>
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<td>801 Main Street</td>
<td>Dallas</td>
<td>75202</td>
<td>Jose Adams</td>
<td>President</td>
<td>(214) 860-2000</td>
<td><a href="http://www.elcentrocollege.edu">www.elcentrocollege.edu</a></td>
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<td>Dallas County Community College - Mountain View College</td>
<td>Dallas County Community College District</td>
<td>4849 West Illinois Avenue</td>
<td>Dallas</td>
<td>75215-6599</td>
<td>Robert Garza</td>
<td>President</td>
<td>(972) 860-8700</td>
<td><a href="http://www.mountainviewcollege.edu">www.mountainviewcollege.edu</a></td>
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<tr>
<td>Dallas County Community College - North Lake College</td>
<td>Dallas County Community College District</td>
<td>3001 North MacArthur Boulevard</td>
<td>Irving</td>
<td>75068-3899</td>
<td>Christa Sljepic</td>
<td>President</td>
<td>(972) 273-9010</td>
<td><a href="http://www.northlakecollege.edu">www.northlakecollege.edu</a></td>
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<tr>
<td>Dallas County Community College - Richland College</td>
<td>Dallas County Community College District</td>
<td>12800 Abrams Road</td>
<td>Dallas</td>
<td>75243-2199</td>
<td>Kay Eggleston</td>
<td>President</td>
<td>(972) 238-6105</td>
<td><a href="http://www.richland.edu">www.richland.edu</a></td>
</tr>
<tr>
<td>Del Mar College</td>
<td>101 Baldwin Boulevard</td>
<td>Corpus Christi</td>
<td>78404</td>
<td>Mark Escamilla</td>
<td>President</td>
<td>(361) 698-5000</td>
<td><a href="http://www.delmar.edu">www.delmar.edu</a></td>
<td></td>
</tr>
<tr>
<td>East Texas Baptist University</td>
<td>One Tiger Drive</td>
<td>Marshall</td>
<td>75670</td>
<td>Lawrence Reeves</td>
<td>President</td>
<td>(903) 979-3227</td>
<td><a href="http://www.etbu.edu">www.etbu.edu</a></td>
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<tr>
<td>El Paso Community College</td>
<td>P.O. Box 25050</td>
<td>El Paso</td>
<td>79999</td>
<td>William Serrata</td>
<td>President</td>
<td>(915) 831-2000</td>
<td><a href="http://www.epcc.edu">www.epcc.edu</a></td>
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<tr>
<td>El Paso Community College</td>
<td>8015 Avenue Q</td>
<td>El Paso</td>
<td>79909</td>
<td>Charles Callicut</td>
<td>President</td>
<td>(915) 667-7700</td>
<td><a href="http://www.epcc.edu">www.epcc.edu</a></td>
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<tr>
<td>El Paso Community College</td>
<td>601 Highway 691</td>
<td>Deming</td>
<td>75463</td>
<td>Jeremy McMillan</td>
<td>President</td>
<td>(915) 667-7700</td>
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<tr>
<td>Northeast Community College</td>
<td>1320 Hickory</td>
<td>Abilene</td>
<td>79605</td>
<td>Emily Hall</td>
<td>President</td>
<td>(325) 667-2222</td>
<td><a href="http://www.northeasttexas.edu">www.northeasttexas.edu</a></td>
<td></td>
</tr>
<tr>
<td>Hill College</td>
<td>121 Lamar Street</td>
<td>Hillsboro</td>
<td>76645</td>
<td>Pamela Bohm</td>
<td>President</td>
<td>(325) 667-7000</td>
<td><a href="http://www.hillcollege.edu">www.hillcollege.edu</a></td>
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</tr>
<tr>
<td>Houston Baptist University</td>
<td>7502 Fondren Road</td>
<td>Houston</td>
<td>77074</td>
<td>Larry Sloan, Jr.</td>
<td>President</td>
<td>(281) 888-8000</td>
<td><a href="http://www.hbu.edu">www.hbu.edu</a></td>
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<tr>
<td>Houston Community College - Central Campus</td>
<td>Houston Community College System</td>
<td>3000 Holman</td>
<td>Houston</td>
<td>77004</td>
<td>Muddassir Siddiqi</td>
<td>President</td>
<td>(713) 718-6400</td>
<td>central.hccs.edu</td>
</tr>
<tr>
<td>Houston Community College - Northeast Campus</td>
<td>Houston Community College System</td>
<td>401 Northline Mall</td>
<td>Houston</td>
<td>77021</td>
<td>Margaret Ford Fisher</td>
<td>President</td>
<td>(713) 718-8010</td>
<td>northeast.hccs.edu</td>
</tr>
<tr>
<td>Houston Community College - Northwest Campus</td>
<td>Houston Community College System</td>
<td>1550 Fairfax Drive, Suite 101</td>
<td>Houston</td>
<td>77084</td>
<td>Zachary R. Hodges</td>
<td>President</td>
<td>(713) 718-5721</td>
<td>northwest.hccs.edu</td>
</tr>
<tr>
<td>Houston Community College - Southwest Campus</td>
<td>Houston Community College System</td>
<td>6815 Rustic</td>
<td>Houston</td>
<td>77087</td>
<td>Madeline Buiullo</td>
<td>President</td>
<td>(713) 718-7071</td>
<td>southwest.hccs.edu</td>
</tr>
</tbody>
</table>

The University of Houston Main Campus, highlighted on the last page of this list, is an accredited university

The University of Texas of the Permian Basin
The University of Texas System
4901 East University
Odessa
79762
Sandra K. Woodley
President
(432) 552-2020
www.utpb.edu

The University of Texas Rio Grande Valley
The University of Texas System
1201 West University Drive
Edinburg
78543
Guy Bailey
President
(956) 381-2011
www.utrgv.edu

The University of Texas Rio Grande Valley Medical School
The University of Texas System
2102 Treasure Hills Boulevard Suite 2.112
Harlingen
78550
Guy Bailey
President

The University of Texas Southwestern Medical Center
The University of Texas System
5321 Harry Hines Boulevard
Dallas
75390-8096
Daniel K. Podolsky
President
(214) 648-3111
www.utsouthwestern.edu/student

Trinity University
One Trinity Place
San Antonio
78212
Danny J. Anderson
President
(210) 999-8801
www.trinity.edu

Trinity Valley Community College
100 Cardinal Drive
Athens
75752
Larry Wilkerson
President
(903) 677-8822
www.tcccd.edu

Tyler Junior College
P.O. Box 9000
Tyler
75718
Mike Metke
President
(903) 510-2200
www.tjc.edu

University of Arkansas
University of Arkansas System
1845 E. Northgate Dr.
Little Rock
72224
Thomas Keefe
President
(501) 594-2000
www.uark.edu

University of Houston
University of Houston System
8500 Calhoun Road
Houston
77225
Samuel J. Singer
President
(713) 743-0000
www.uh.edu

University of Houston‐Clear Lake
University of Houston System
2700 Bay Area Boulevard
Houston
77058‐1098
Ira K. Blake
President
(281) 283‐7600
www.uhcl.edu

University of Houston‐Downtown
University of Houston System
One Main Street
Houston
77002
Robert J. Ferrante
President
(713) 221‐8000
www.uhd.edu

University of Houston‐Victoria
University of Houston System
3007 N. Ben White Boulevard
Victoria
77901‐7131
Julio Fariñas
President
(361) 570‐4844
www.uh.edu

University of Mary Hardin‐Baylor
University of Mary Hardin‐Baylor
900 College Street
Belton
76513
Bob Quinn
President
(254) 295‐4501
www.umhb.edu

University of North Texas
University of North Texas System
1155 Union Circle #311277
Denton
76201‐5010
Larry Ferguson
President
(940) 565‐3111
www.unt.edu

University of North Texas at Dallas
University of North Texas System
7300 University Hills Boulevard
Dallas
75248‐0000
Robert Mong
President
(972) 780‐3662
www.unt.edu/unt‐dallas

University of North Texas Health Science Center
University of North Texas System
3500 Camp Bowie Boulevard
Fort Worth
76107‐2690
Gregory G. Thomas
President
(817) 735‐2000
www.uht越好.edu

University of Southwestern Texas
University of Dallas System
1301 West University Drive
Dallas
75201‐2000
Fred Wyly
President
(214) 637‐3111
www.udallas.edu

University of the Incarnate Word
University of the Incarnate Word
4301 Broadway
San Antonio
78209
Robert J. Nelsen
President
(210) 829‐3111
www.uiw.edu

UNCH Dallas College of Law
University of Dallas System
1901 N. Akard Street
Dallas
75201‐2000
John E. D. Miller
President
(214) 768‐3111
www.lawuniversity.edu

Vernon College
225 College Park Drive
Weatherford
76086
Kathy L. Watson
President
(817) 594‐5471
www.vcjc.edu

Western Texas College
6200 College Avenue
Snyder
79549
Barbara Beebe
President
(325) 573‐8511
www.wtc.edu

Wharton County Junior College
Wharton County Junior College
911 Boling Highway
Wharton
77488
Bobby Borden
President
(832) 532‐4688
www.wctjc.edu

Wiley College
2500 Wiley Avenue
Marshall
75660‐5199
Wayland Strickland
President
(903) 192‐2000
www.wiley.edu
ABOUT UH (UNIVERSITY OF HOUSTON)

Page contents:
- UH (University of Houston) at a Glance (#uh-at-a-glance)
- Recognition (#recognition)
- History & Traditions (#history-traditions)
- UH (University of Houston) in the Community (#uh-in-the-community)

WELCOME TO THE POWERHOUSE

Established in 1927, the University of Houston empowers students in their pursuit of learning, discovery, leadership and engagement. Located in a sprawling metropolis, our premier Tier One [http://www.uh.edu/tier-one] campus provides students with cutting edge programs including undergraduate, graduate, doctoral, distance and continuing education. Ranked among the best colleges in America, UH (University of Houston) is home to award-winning faculty, innovative research centers, has one of the most diverse student populations in the nation, and alumni who have become international leaders.

At the University of Houston we prepare students to envision their future, emerge as leaders and launch careers that transform the world.

Our Mission [http://www.uh.edu/about/mission/]  Diversity Statement [http://www.uh.edu/about/diversity-statement/]

University Leadership [http://www.uh.edu/about/leadership/]  Administrative Offices [http://www.uh.edu/about/offices/]

UH (UNIVERSITY OF HOUSTON) AT A GLANCE


Post-Grad Employment Stats (TXCREWS) [http://uh.edu/about/uh-glance/txcrews/TXCREWS.pdf]

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<td>Faculty</td>
<td>Undergrad Majors &amp; Minors</td>
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<td>Masters Degrees</td>
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<td>In the Nation Subsea Engineering Master’s Program</td>
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<td>Research Centers</td>
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RECOGNITION

#2 on Top 25 Best Undergrad Programs for Entrepreneurs  #5 Best Online Graduate Education Program
Stuart Park

Frontline Parks:
Leading examples of urban parks creating economic, environmental and social capital through innovative partnerships

Robert C. Stuart Park

Five miles from the Houston Ship Channel, home of the second largest petrochemical complex in the world, a 27-acre remnant of the southeast Texas bayou system is being regenerated. The source of this emerging life is Robert C. Stuart Park, a place of respite for nearby neighbors and factory workers. The Houston Parks Board (HPB), whose mission is to create, improve, protect and advocate for parks in the Greater Houston region, worked closely with owner Francita Ulmer, who became the driving force behind the creation of the Park. Mrs. Ulmer donated half the value of the land and HPB raised the balance of the funds to acquire the land. Following the acquisition, the City of Houston obtained grant funding for the park improvement.

Restoration for Education

For years, Houston turned its back on the bayous - turning them from marshy streams into concrete drainage ditches. But at Stuart Park, visitors will be invited to embrace and appreciate the historic bayou habitat - to wander trails, cross boardwalks over wetland streams, and watch prairie grasses wave in the breeze. It will also be a place to learn about nature, with a learning pavilion, teaching stations, interpretive signage and a demonstration garden. And with 30 elementary, middle and high schools within a 3 mile radius, convenient field trips to the park might become part of the standard curriculum. Acquisition and improvement of Stuart Park is yielding more than “just” green space - it is an investment in habitat preservation, expansion, and enhancement, environmental learning, and community building, and as such, an investment in Houston’s future.

For more information about Robert C. Stuart Park, please contact Deborah Rule (Deborah@houstonparksboard.org)
Reveille Park

Type: Trail
Length: 0.32 Mile
Rating: (0.50)
Difficulty: (0.50)
ADA Accessible: N/A
City: Houston
Elevation Gain: N/A
Soilitude: (1.00)
Bikes Allowed: No
County: Harris
Dogs Allowed: No
Interpretive Guide: N/A

Cost: Free

Distance: 5.60 Miles
Duration: 1 hour, 47 minutes

Type: Trail
Length: 0.32 Mile
Rating: (0.50)
Difficulty: (0.50)
ADA Accessible: N/A
City: Houston
Elevation Gain: N/A
Soilitude: (1.00)
Bikes Allowed: No
County: Harris
Dogs Allowed: No
Interpretive Guide: N/A

Cost: Free

Distance: 5.60 Miles
Duration: 1 hour, 47 minutes

This is the entrance sign to the park. (Photo by Lone_Star)

There is a small municipal pool in this park (open in the summer only). (Photo by Lone_Star)

The paved trail loops around the park. (Photo by Lone_Star)

Part of the trail takes you under some nice shade trees. (Photo by Lone_Star)

Log Entries

Reveille To Stuart Park Via Sims Bayou
By Lone_Star on 4/18/2014
Rating: (0.50) Difficulty: (0.50) Solitude: (1.00)
Distance: 5.60 Miles Duration: 1 hour, 47 minutes

Order a topo map (http://www.mytopo.com/searchgeo.cfm?pid=texashiking&lat=29.678100&lon=-95.283600)
Interfaith Ministries’ Meals on Wheels for Greater Houston and Galveston County program provides home-delivered meals to disabled adults and homebound clients over 60. The program also delivers weekend meals and a week's worth of breakfast to over 1,100 of our most frail and isolated clients. This nutritional support helps people stay independent and in their own homes. Sign up by contacting us at 713-533-4978.

Meals on Wheels for Greater Houston and Galveston County is able to serve clients with the help of partners like Harris County Area Agency on Aging, Texas Health and Human Services Commission and Managed Care Organizations serving Southeast Texas. In conjunction with the Harris County Community Services Department, IM reaches out to the remote areas of Harris County, serving elders across the county. IM also partners with organizations in Liberty and Montgomery Counties to deliver meals.

Additionally, the aniMeals on Wheels program, founded in 2007, delivers pet food to IM’s Meals on Wheels clients so they not feel compelled to share their limited food and resources with their furry friends. IM collects donated pet food that volunteers deliver each month to clients. Learn more about aniMeals on Wheels.

Lead Sponsors

Thank you to our Lead Corporate Sponsor:

Shell Oil Company and Motiva Enterprises LLC

Thank you to our Public Sponsors:
AGREEMENT BETWEEN OWNER AND ARCHITECT

AGREEMENT made as of the 1st day of February, 2018.

BETWEEN the Owner:

BAH Lancaster Senior Village, Ltd.
6517 Mapleridge
Houston, Texas 77081

and the Architect:

Brownstone Architects & Planners, Inc.
6517 Mapleridge
Houston, Texas 77081

for the following Project:

Lancaster Senior Village
Northeast corner of Lancaster Street and Belfort Street
Houston, Texas

The Owner and the Architect agree as set forth below:

ARTICLE 1 ARCHITECT’S SERVICES

<table>
<thead>
<tr>
<th>Service to be provided</th>
<th>Method and means of compensation</th>
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<td>Architectural Construction Documents</td>
<td>$150,000.00</td>
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<tr>
<td>1) Design Site Plan</td>
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<tr>
<td>2) Construction Documents: ¼” plans, 1/8” building plans, all section and building details</td>
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<tr>
<td>B) Civil Engineer: The civil engineer will provide the following documents:</td>
<td>$100,000.00</td>
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<td>1) Plating</td>
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<td>2) General Notes</td>
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<td>3) Site Plan</td>
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<td>4) Storm Sewer and Grading Plan</td>
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<td>5) Water and Wastewater Plan</td>
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<td>6) Details</td>
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<td>C) MEP Documents:</td>
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<tr>
<td>1) Air Conditioning, A/C duct design</td>
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<tr>
<td>2) Electrical plans, layout typical building and clubhouse. Layout site plan, Wall packs and building lighting</td>
<td></td>
</tr>
<tr>
<td>3) Plumbing design. Layout building units and clubhouse domestic and sanitary sewer lines</td>
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<tr>
<td>4) Energy calculations for all buildings.</td>
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<td>5) Shop drawing review.</td>
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D) Structural Engineer documents: $75,000.00
   1) Slab design to soils engineer's specs.
   2) Roof and floor framing plan designs.
   3) Bearing wall design.
   4) Design shearwalls.
   5) Provide framing sections and details.

E) Landscape Architect documents: $25,000.00
   1) Provide drawings showing location of plants and trees at all buildings and clubhouse.
   2) Provide specs on size and type of plants.

F) Architect Supervision and Inspection: $15,000.00

G) Reimbursables for A & E: $5,000.00

H) Surveys $25,000.00

TOTAL FEE: $450,000.00

ARTICLE 2 OWNER'S RESPONSIBILITIES
§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS
§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION
§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be
joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party 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.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. 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.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

1. For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and

2. For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and 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.

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

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous
materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

**ARTICLE 7  PAYMENTS TO THE ARCHITECT** (Intentionally deleted.)

**ARTICLE 8  BASIS OF COMPENSATION**
The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF Zero ($0.00) shall be made upon execution of this Agreement and credited to the Owner’s account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT’S SERVICES, as described in Article 1, Architect’s Services, shall be computed as follows:

Fee for Architect, Engineering and Surveying shall be $450,000.00

§ 8.3 FOR REIMBURSABLE EXPENSES see Article 1 G) Reimbursables for Architecture and Engineering

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

10% per annum

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

**ARTICLE 9  OTHER CONDITIONS**

None.

[SIGNATURE PAGE FOLLOWS]
This Agreement entered into as of the day and year first written above.

OWNER:

BAH Lancaster Senior Village, Ltd., a Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, its general partner

By: [Signature]

Joak D. Brown, Manager

ARCHITECT:

Brownstone Architects & Planners, Inc., a Texas corporation

By: [Signature]

William L. Brown, President
February 28, 2018

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: HTC #18138, Lancaster Senior Village, Houston, Texas

To Whom It May Concern:

Brownstone Architects & Planners, Inc. (the “Architect”) for the above referenced development, shall endeavor to operate under the following timeframe for architectural and engineering services.

1) March 15, 2018 - Architect is to hire Burgess & Niple (the “Engineer”) to begin Civil A&E and platting processes, including any remediation processes suggested by the Phase I Environmental Site Assessment.
2) March 30, 2018 – Architect commences architectural plans and specifications.
3) July 1, 2018 – Architect is to finalize the plans and specifications. Architect is to also work with Engineer on beginning the permitting process by submitting the plans and specifications to the City.
4) September 28, 2018 – Architect/Engineer is expected to receive the final building permits and plat.

William L. Brown
President, Brownstone Architects & Planners, Inc.
<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin Due Diligence Process with Lender/Investor</td>
<td>3/15/2018</td>
</tr>
<tr>
<td>Begin Civil A&amp;E and Platting process</td>
<td>3/15/2018</td>
</tr>
<tr>
<td>Lender to engage Appraiser</td>
<td>3/30/2018</td>
</tr>
<tr>
<td>Begin Architectural Plans/Specs and sign Architect Contract</td>
<td>3/30/2018</td>
</tr>
<tr>
<td>Plans/Specs - expected Completion Date</td>
<td>7/1/2018</td>
</tr>
<tr>
<td>Begin Permitting process/Submit Plans/Specs to City</td>
<td>7/1/2018</td>
</tr>
<tr>
<td>Begin Construction Bidding</td>
<td>7/1/2018</td>
</tr>
<tr>
<td>Begin Plan and Cost Review by Lender</td>
<td>7/1/2018</td>
</tr>
<tr>
<td>TDHCA Awards</td>
<td>7/31/2018</td>
</tr>
<tr>
<td>Form Partnership/General Partner entities</td>
<td>8/1/2018</td>
</tr>
<tr>
<td>Receipt of Final Construction Bids</td>
<td>8/15/2018</td>
</tr>
<tr>
<td>Finalized Construction Contract</td>
<td>9/1/2018</td>
</tr>
<tr>
<td>Finalized Lender Plan and Cost Review/Underwriting Approval</td>
<td>9/15/2018</td>
</tr>
<tr>
<td>Finalized Due Diligence with Lender/Investor</td>
<td>9/28/2018</td>
</tr>
<tr>
<td>Receipt of Final buildings permits and plat</td>
<td>9/28/2018</td>
</tr>
<tr>
<td>Land Closing/Loan Closing with Lender/Investor</td>
<td>10/15/2018</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING
FOR
BAH LANCASTER SENIOR VILLAGE, LTD.

This Memorandum of Understanding (the “MOU”) is entered into effective as of February 28, 2018 by and between BAH Lancaster Senior Village, Ltd., a Texas limited partnership (the “Partnership”) and Brownstone Construction, Ltd., a Texas limited partnership (the “Contractor”).

WHEREAS, the Partnership desires to develop a 144-unit senior housing development at the Northeast corner of Lancaster Street and Bellfort Street in Houston, Harris County, Texas 77087 (the “Project”); and

WHEREAS, the Contractor shall be the approved contractor on this Project; and

WHEREAS, the Partnership, in connection with its tax credit application with the Texas Department of Housing and Community Affairs (“TDHCA”), is seeking points in the 2018 Texas Qualified Allocation Plan for “readiness to proceed in disaster impacted counties”.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1) The Contractor has been approved and is acceptable to the Partnership’s lender and investor.
2) The Partnership and the Contractor shall enter into that certain AIA A101-2007 Stipulated Sum Contract (the “Construction Contract”) in the form attached hereto as Exhibit “A”.
3) The Partnership and the Contractor agree to have a finalized Construction Contract no later than October 31, 2018.

[signatures to follow]
IN WITNESS WHEREOF, the parties hereto have duly executed this MOU as of the date first set forth above.

**PARTNERSHIP**

BAH Lancaster Senior Village, Ltd., a Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, a Texas limited liability company, its General Partner

By: [Signature]

Doak D. Brown, President

**CONTRACTOR**

Brownstone Construction, Ltd., a Texas limited partnership

By: Brownstone Construction GP, LLC, a Texas limited liability company, its General Partner

By: [Signature]

William L. Brown, President
EXHIBIT A

AIA A101-2007 STIPULATED SUM CONTRACT
AGREEMENT made as of the day of in the year 2018
(In words, indicate day, month and year.)

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

BAH Lancaster Senior Village, Ltd.
6517 Mapleridge
Houston, Texas 77081
Telephone: 713-432-7727
Fax: 713-432-0120

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

Brownstone Construction, Ltd.
6517 Mapleridge
Houston, Texas 77081
Telephone: 713-432-7727
Fax: 713-432-0120

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

Lancaster Senior Village
A 144-unit senior housing development
Northeast corner of Lancaster Street and Belfort Street
Houston, Texas

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

Brownstone Architects & Planners, Inc.
6517 Mapleridge
Houston, Texas 77081
Telephone: 713-432-7727
Fax: 713-432-0120

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

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 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 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.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Four Hundred Eighty (480) 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.)
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.)

Liquidated damages of $500.00 per day beginning on the 481st day if Contractor has not achieved Substantial Completion on all residential buildings and the clubhouse, subject to Section 15.1.7 of the Supplementary Conditions ("Exhibit D").

ARTICLE 4  CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon 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 the 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 that amount expires.)

See Exhibit "A" - Schedule of Values

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state 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>
<tbody>
<tr>
<td>No Unit Prices</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Allowances</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 5  PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 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.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See Exhibit "D"

§ 5.1.3 See Exhibit "D" - Supplementary Conditions
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 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 Contract Sum among the various portions of the Work. 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.
§ 5.1.5 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.

§ 5.1.6 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 Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). 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, General Conditions of the Contract for Construction;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);

3. Subtract the aggregate of previous payments made by the Owner; and

4. 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.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

   (Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Section 4.4 of Exhibit "D"

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 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; and

2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 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 this Agreement, to serve as Initial Decision Maker.
The parties will agree in the future on an Initial Decision Maker who is not a party to this Agreement to the extent necessary and required by the Contract Documents.

§ 6.2 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:

( ) Arbitration pursuant to Section 15.4 of AIA Document A201–2007
( ) Litigation in a court of competent jurisdiction
( ) Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 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.

§ 8.2 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.)

5.0 % per annum

§ 8.3 The Owner’s representative:
(Name, address and other information)

Doak D. Brown
6517 Mapleridge
Houston, Texas 77081

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Wil C. Brown
6517 Mapleridge
§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See Exhibit "B" - Specifications Index

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
See Exhibit "C" - Index of Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.6 The Addenda, if any:

Number
See Exhibit "D" - Supplementary Conditions

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 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.)

Exhibit "A" - Schedule of Values
Exhibit "B" - Specifications Index
Exhibit "C" - Index of Drawings
Exhibit "D" - Supplementary Conditions
Exhibit "E" - AIA A201-2007 General Conditions

ARTICLE 10  INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document
A201–2007.
(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>None</td>
<td></td>
</tr>
</tbody>
</table>

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

BAH Lancaster Senior Village, Ltd.  
By: BAH Lancaster Senior Village GP, LLC

Brownstone Construction, Ltd.  
By: Brownstone Construction GP, LLC

OWNER  (Signature)  
Doak D. Brown, Manager  
(Printed name and title)

CONTRACTOR  (Signature)  
Wil C. Brown, Vice President  
(Printed name and title)
EXHIBIT “A”

SCHEDULE OF VALUES
EXHIBIT “B”

SPECIFICATIONS INDEX
EXHIBIT "C"

TITLE OF DRAWINGS
EXHIBIT “D”

SUPPLEMENTARY CONDITIONS
EXHIBIT E

SUPPLEMENTARY CONDITIONS

LANCASTER SENIOR VILLAGE
Houston, Texas

ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR WHERE THE BASIS FOR PAYMENT IS A STIPULATED SUM

The Standard Form of Agreement ("Agreement") dated ________, 2018 between BAH Lancaster Senior Village, Ltd. ("Owner") and Brownstone Construction, Ltd. ("Contractor") for Lancaster Senior Village, a 144 unit elderly multifamily rental development located in Houston, Texas ("Project") is hereby modified as follows:

PART I: GENERAL

A. Parts 1 and 2 of these Supplementary Conditions contain changes and additions to the Agreement to which it is attached and shall apply to each and every section of the Agreement as though written in full therein.

B. The following paragraphs, subparagraphs and/or sections take precedence over the Agreement. Where part of the Agreement is changed or voided by this Addendum, the unaltered provisions of the Agreement shall remain in full effect.

C. Paragraph, subparagraph and/or section numbers and title refer to like numbers and titles in the Agreement.

D. In all instances where Contractor is required under the Agreement to deliver items to the Architect, it will simultaneously deliver such items to Owner.

E. Terms used herein which are defined elsewhere in the Contract Documents shall have the meanings defined in the Contract Documents, unless specially defined herein.

PART 2: MODIFICATIONS TO AGREEMENT

A. ARTICLE 2 — THE WORK OF THIS CONTRACT

1. Delete Article 2 and insert the following new Article 2:

ARTICLE 2-THE WORK OF THIS CONTRACT

The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures and related amenities and facilities to be built and the labor to be performed, is herein referred to as the "Work" or "Scope of Work." The term "Work" or "Scope of Work" shall include all things necessary or inferable from the Contract Documents to fully complete the tasks and structures described in the Drawings and Specifications and other Contract Documents. The Contractor shall perform all Work required by and in accordance with the Contract Documents to construct a 144 unit Apartment project and related amenities and facilities. The Contractor shall provide and pay for all materials, tools, equipment,
labor, overtime and expedited material delivery and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary for the proper and complete installation of the Work.

B. ARTICLE 3—DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1. 3.3 Insert the following at the end of Section 3.3:

In addition, Contractor will complete those portions of the Work on the date (each such date herein called a "Interim Milestone Date") specified for each phase in the Progress Schedule prepared in accordance with Section 8.4 of the General Conditions, with the number of days to be calculated from the date of commencement set forth in Section 3.1 above. Contractor acknowledges that the certain of the Work of the phases will be performed simultaneously (rather than sequentially).

C. ARTICLE 4—CONTRACT SUM

1. Insert the following new Section 4.4:

4.4 Retention. Owner shall retain the following amounts from each properly submitted application for payment:

.1 Subject to the following, until the Work completed, ten percent (10%) of all Work satisfactorily completed.

.2 No retainage shall be required with respect to lumber, trusses, appliances and insurance, if any.

.3 notwithstanding the foregoing, and subject to the approval of Owner's lenders, upon completion of fifty percent (50%) of the Work, the amount of the retainage set forth in Section 4.4.1 above shall be reduced to five percent (5%), and retainage for abatement (if any), demolition (if any), earthwork, site utilities and concrete work shall be paid in full on the first progress payment following 45 days after completion of that work and acceptance by Owner and equity investor (such acceptance to include but not be limited to lien waivers from Contractor and Subcontractors).

No interest shall be payable on any amounts retained under the Contract Documents.

D. ARTICLE 5—PAYMENTS

1. 5.1 PROGRESS PAYMENTS

a. Insert the following at the end of Section 5.1.1:

Owner hereby informs Contractor that the architect or engineer engaged by Owner's lender (the "Lender's Inspector") will review payment applications of the Contractor and the progress of the performance of the Work in coordination with the
Architect and that all such payment applications will require the approval of Lender’s Inspector prior to payment by Owner. Additionally, Owner hereby informs Contractor that the architect or engineer engaged by Owner’s equity investor (the “Equity Inspector”) will periodically review payment applications of the Contractor and the progress of the performance of the Work in coordination with the Architect and that all such payment applications may require the approval of the Equity Inspector prior to payment by Owner.

b. Delete Section 5.1.3 and insert the following in lieu thereof:

Provided that an Application for Payment is received by the Architect and Owner not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the twenty-fifth (25th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, it will be made part of the next month’s Application for Payment.

c. Delete Section 5.1.6 and insert the following in lieu thereof:

5.1.6 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 Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated that portion of the Work in the Schedule of Values;

.2 subtract retainage with respect to such Work as more specifically set forth in Section 4.4 of this Agreement;

.3 add that portion of the Contract Sum properly allocable Materials and Equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or if approved in advance by Owner, suitably stored off the site at a location agreed upon in writing);

.4 subtract the aggregate of previous payments made by the Owner;

.5 subtract the shortfall, if any, indicated by the Contractor in the documentation required to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owners accountants in such documentation; and
.6 subtract amounts, if any, for which the Owner or Architect has withheld payment pursuant to the Contract Documents.
ADDENDUM TO GENERAL CONDITIONS

PART 3 GENERAL

3.1 GENERAL CONDITIONS


3.2 CHANGES TO GENERAL CONDITIONS

A. Parts 3 and 4 of these Supplementary Conditions contain changes and additions to the General Conditions comprising part of the Contract Documents and shall apply to each and every section of the Work as though written in full therein.

B. The following paragraphs and sections take precedence over the General Conditions. Where part of the General Conditions is changed or voided by the Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in full effect.

C. Paragraph, subparagraph and section numbers and title refer to like numbers and titles in the General Conditions.

D. In all instances where items are to be submitted to the Architect pursuant to the terms of the General Conditions, such items will be simultaneously submitted to Owner.

E. Terms used herein which are defined elsewhere in the Contract Documents shall have the meanings defined in the Contract Documents, unless specially defined herein.

PART 4 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 1—GENERAL PROVISIONS

1. Delete Section 1.1.1 and insert the following in lieu thereof:

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents (herein so called) consist of the Agreement between Owner and Contractor Where the Basis for Payment is a Stipulated Sum (hereinafter the “Agreement”), the Addendum to the Agreement attached thereto, the Conditions of the Contract for Construction (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda (except the portions thereof relating to any of the bidding process), all approved Change Orders, all Modifications, and all other documents enumerated in the Agreement. A Modification is (1) a written amendment to the Agreement signed by both parties, or (2) a Change Order. The Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms the Contractor's bid or portions of addenda relating to bidding requirements). In the event of any conflict between the terms
of the Agreement and those of any other of the Contract Documents, the provisions of the Agreement will control. In the event of a conflict or inconsistency between any provision of the General Conditions and any Supplementary General Conditions or Special Conditions, the provisions of the Supplementary or Special Conditions will control. In the event of conflicts or inconsistencies, explanatory notes in the Drawings take precedence over graphic indications, large scale drawings and details take precedence over smaller scale drawings, and figured dimensions take precedence over scaled dimensions. Where figured dimensions are not indicated, scaled dimensions may be used upon approval by the Architect.

2. The following new Section 1.5.3 is inserted:

1.5.3. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, utility locations, grades and elevations, existing improvements, and general suitability of conditions at the Project Site, to the reasonable extent possible without destructive testing or other means to determine original construction. Contractor has relied on design consultants research and investigations to determine the required modifications to existing building improvements.

B. ARTICLE 2—OWNER

1. 2.2 INFORMATION AND SERVICES REQUIRED OF OWNER

a. In Section 2.2.1, delete the last sentence and replace with the following:

"Owner shall use reasonable efforts to notify Contractor of any material changes to such financial arrangements to the extent such changes could, in Owner’s judgment, have a material adverse impact on Owner’s ability to perform hereunder."

2. Insert the following new Section 2.5:

2.5 LIMITATIONS ON RESPONSIBILITY

2.5.1 Neither Owner nor any of Owner’s representatives shall be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, in connection with the Work. Further, neither Owner nor any Owner representative shall be responsible for the act or omissions of Contractor, any Subcontractors, any of their respective agents or employees or any other persons performing any of the Work. Furthermore, any information furnished to the Contractor in connection with the Project Site shall not relieve the Contractor from its duties under the Contract Documents. Notwithstanding the information furnished to the Contractor relating to the Project Site, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work, including, in particular, any excavation work) all utility lines, telephone company lines and cables,
sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

C. ARTICLE 3- CONTRACTOR

1. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

   a. insert the following at the end of Section 3.2.2:

   After reporting to the Architect and Owner any error, inconsistency or omission Contractor may discover in the Contract Documents, the Contractor shall not proceed with any portion of the Work so affected without Owner’s written approval. Contractor will report any such error, inconsistency or omission within three (3) days after its discovery so as to avoid any scheduling delay. Notwithstanding the foregoing, it is acknowledged and agreed that Contractors review of the Contract Documents is as a contractor and not as a design professional (i.e., Contractor is not responsible for technical design specifications and dimensions); however, Contractor shall make reasonable efforts to discover design deficiencies as they relate to the functioning of the systems to be constructed at or incorporated into the Project.

   b. Insert the following at the end of Section 3.2.4:

   “Contractor shall not knowingly perform the Work if it would violate any applicable laws, codes or regulations.”

2. Insert the following new Section 3.3.4:

   3.3.4 Contractor shall provide reasonable access to the Work for Owner, Architect, structural engineer, consulting engineer and governmental inspectors.

3. 3.5 WARRANTY

   a. Add the following new Section 3.5.2:

   3.5.2 Contractor agrees to correct all Work performed by it under the Contract Documents which proves to be defective or non-conforming in material or workmanship for a period of one year from the Date of Substantial Completion of the Project or for such longer periods of time as may be set forth with respect to special warranties required by the Contract Documents.

4. Section 3.7.1 is revised to read as follows:
Unless otherwise provided in the Contract Documents, the Contractor shall secure and the Owner shall pay for the building permit and other permits and governmental fees, licenses and inspection necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

5. Section 3.8 is deleted.

6. 3.15 CLEANING UP

a. Insert the following as new Section 3.15.3:

3.15.3 The Contractor shall be responsible for damaged or broken glass, and at completion of the Work shall replace such damaged or broken glass. The Contractor shall perform the following final cleaning at completion of the Work:

.1 Remove all temporary protections;
.2 Remove marks, stains, fingerprints and other soil or dirt from all surfaces and other work;
.3 Remove spots, mortar, plaster, soil and paint from ceramic tile, marble, and other finish materials from all surfaces and other Work;
.4 Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt, and dust and leave in an undamaged and new condition;
.5 Clean all interior glass and blinds; and
.6 Clean all surfaces and other Work in accordance with recommendations of the manufacturer.

7. 3.18 INDEMNIFICATION

a. Delete Section 3.18 and insert the following in lieu thereof:

3.18.1 Definitions. The "Contractor Parties" are (A) Contractor, (B) Contractor's Representative, (C) Contractor's officers, members, partners, agents, and employees, and (D) all Subcontractors and other persons and entities over whom Contractor has control. The "Owner Parties" with respect to the Project are (1) Owner, (2) Owner's Representative, (3) any lender whose loan is secured by a lien against the Project, (4) their respective shareholders, members, partners, affiliates, and subsidiaries, and (5) any officers, directors, employees, agents, independent contractors, tenants, and invitees of such persons or entities. "Claims" means all demands, legal action (whether filed or threatened), liabilities, damages (including actual, consequential, and punitive), expenses, Legal Costs, or penalties of any nature or description. "Injury" means (i) harm to, impairment or loss of property or its use, (ii) harm to or death of a person, or (iii) personal and advertising injury, as such term is defined in the form of "Commercial General Liability Insurance" Contractor is required to maintain. "Legal Costs" means court costs,
attorneys’ fees, experts’ fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal or alternative dispute resolution action or proceeding. "Indemnify" means to (a) protect a person against the occurrence of a Claim, including defending or contesting on behalf of the indemnified person, a Claim in litigation, arbitration, mediation, or other proceeding with counsel reasonably acceptable to the Indemnified Person making a good faith effort to resolve Indemnified Person’s reasonable objection, if any, to counsel assigned by Contractor’s insurer, and paying all Legal Costs associated with such defense or contest and/or (b) compensate another Person for a Claim actually incurred. "Release" means to waive or relinquish a right or release another person from liability in connection with a Claim. "Arising From" means directly or indirectly, in whole or in part, (1) occurring in connection with or as a result of, (2) causing or resulting in, or (3) based upon.

3.18.2 Indemnities as to Performance. Contractor will Indemnify and Defend the Owner Parties against, and Releases the Owner Parties from, all Claims Arising From (i) performance by Contractor of the Work, (ii) any default by Contractor or any Subcontractor under the Contract, (iii) any defect in the Work or equipment or materials used to perform the Work, (iv) failure by Contractor or, any Subcontractor to maintain any required insurance policies, (v) violation of or failure to comply with any applicable law by any Contractor Party, or (vi) any release or disturbance of hazardous materials that occurs in or from the Project and Arises From a Contractor Party’s activities or operations.

3.18.3 Indemnity and Release as to Injuries. Contractor agrees to Indemnify the Owner Parties against, and Releases the Owner Parties from, all Claims Arising from Injuries or alleged to Arise From injuries Arising From the presence or ongoing or completed operations of Contractor Parties at the Project.

3.18.4 Scope of Indemnities and Releases. The Indemnities and Releases in this Contract are independent of, and will not be limited by, each other or any insurance obligations in the Contract (whether or not complied with) or workers’ compensation or other employee benefit programs or laws. The Indemnity and Release contained in Section 3.18.3 will not apply to the extent of the percentage of a Liability that, under the comparative negligence principles of the State of Texas, was proximately caused by the negligence or willful misconduct of the beneficiary of such Indemnity and Release.

D. ARTICLE 4 ARCHITECT

1. ARCHITECT’S ADMINISTRATION OF THE CONTRACT

   a. Delete Section 4.2.2 and insert the following:

   4.2.2 At Owners election, the Architect shall visit the Site at intervals appropriate to the stage of construction to familiarize itself generally
with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations, the Architect shall keep Owner informed of the progress of the Work and shall endeavor to guard Owner against defects and deficiencies in the Work of Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

b. Delete Sections 4.2.4 and 4.2.5 and insert the following:

4.2.4 Owner and Contractor will communicate directly with each other, with copies of written communications to be delivered to the Architect as required by Owner.

4.2.5 Based on the Architect’s observations and evaluations of the progress and quality of the Work, Architect will make recommendations as to Contractor’s Applications for Payment. The Architect will review and after discussion with Owner and receipt of Owner’s approval, certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

c. Insert the following as new Section 4.2.15:

4.2.15 Notwithstanding any provision of the Contract Documents to the contrary, no provision of the Contract Documents shall alter the responsibilities, obligations and liabilities of Owner to Architect and Architect to Owner set forth in the Agreement Between Owner and Architect, as amended from time to time. No action by the Architect will in any way relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents.

E. ARTICLE 5—SUBCONTRACTORS

1. Section 5.2 is deleted.

F. ARTICLE 7—CHANGES IN THE WORK

1. Insert the following new Section 7.1.4:

7.1.4 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and Contractor shall have no Claim therefore unless Contractor shall, prior to complying with same and, in no event no later than five (5) working days from the date such directive or order was given, submit to Owner for Owner’s approval its Change Order Request.

2. 7.3 CONSTRUCTION COST DIRECTIVES

Modify Section 7.3.7 as follows:

7.3.7 In the first sentence, (a) delete the words “the Architect shall determine the method and the adjustment” and substitute “the method and the adjustment shall
be determined” and (b) delete the word "profit" and substitute "a Contractor’s Fee of 6% of the increased cost of the Work."

G. ARTICLE 8—TIME

1. 8.3 DELAYS AND EXTENSIONS OF TIME

Insert after the words "Contractor’s controls" in line 4 of Section 8.3.1 the following: “and which could not have been reasonably anticipated.”

2. The following new Paragraph 8.4 is inserted in the Agreement:

8.4 PROGRESS SCHEDULES

8.4.1 Contractor shall provide the scheduling and periodic updating thereof and other necessary schedules in the interest of completing the Work in an optimum manner (“Progress Schedules”). Progress Schedules will at least be provided on a monthly basis with each monthly Application for Payment.

8.4.2 Prior to commencement of construction, Contractor shall prepare and submit to Owner’s the Progress Schedules for the Work. The Progress Schedules shall be related to the construction of all the improvements to the extent required by the Contract Documents. The Progress Schedules shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work. The Contract Time shall be governed by this Agreement and shall be extended only in accordance with the procedures herein set forth for same.

H. ARTICLE 9—PAYMENTS AND COMPLETION

1. 9.2 SCHEDULE OF VALUES

a. Insert the following as new Section 9.2:

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values (the “Schedule of Values”) of the various parts of the Work, aggregating to the total sum of the Contract, divided so as to facilitate payments to Subcontractors, supported by such evidence of accuracy as the Architect and Owner may direct. Overhead and profit shall be shown as a separate line item in the Schedule of Values. This Schedule, when approved by the Architect and Owner, shall be used as a basis for Applications for Payment. All items with entered values will be transferred by the Contractor to the Application and Certificate of Payment, and shall be broken down to show the various Subcontractors and/or categories of Work.

9.2.2 Applications for Payment shall be on a form approved by Owner. Each item shall show its total schedule value, value of previous
applications, percentage complete, value completed and value yet to be completed. All blanks and columns must be filled in.

2. 9.3 APPLICATIONS FOR PAYMENT

a. Insert the following at the end of Section 9.3.1:

9.3.1 (cont’d) The form for Application for Payment shall be a notarized AIA Document G702, Application Certification for Payment, supported by AIA Document G703, Continuation Sheet. Such Application for Payment shall be accompanied by waivers of liens and other documentation from subcontractors as may be reasonably required by Owner, Construction Lender and any title insurer to establish the absence of any claims for mechanic’s or other statutory liens. Copies of all Applications for Payment shall be submitted to Owner and, upon Owner’s request, directly to the lender and the equity investor for the Project (“Construction Lender”). The Architect shall not certify any payment if objected to by Owner or Construction Lender, unless the Architect believes such objections to be groundless.

3. 9.5 DECISIONS TO WITHHOLD CERTIFICATION

a. Insert the following at the end of Section 9.5.1:

.8 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

4. 9.7 FAILURE OF PAYMENT

a. insert the following new Sections 9.7.2, 9.7.3 and 9.7.4:

9.7.2 Notwithstanding Paragraph 9.7, if Contractor disputes any determination by the Architect with regard to any Certificate of Payment, Contractor shall nevertheless expeditiously continue to prosecute the Work. If the Architect declines to certify payment and withholds its Certificate for any reason, the Architect will promptly notify Owner in writing of such reasons therefore.

9.7.3 Notwithstanding Paragraph 9.7, Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved Owner’s action or the Work in question shall have been rejected by any governmental authority, Owner or Construction Lender.

9.7.4 In any event, the Contractor may not stop the Work during the pendency of a bona fide dispute between Owner and Contractor.

5. 9.10 FINAL COMPLETION AND PAYMENT
a. Add the following new Section 9.10.6:

9.10.6 A reasonable sum may be withheld until the Contractor delivers to Owner record drawings and other items required pursuant to Section 3.11, and the warranties, instructions and maintenance manuals required to be furnished, and a final statement of the cost of the Work allocated in accordance with the budget and in a form which has been approved by Construction Lender has been furnished.

I. ARTICLE 11—INSURANCE AND BONDS

1. 11.1 CONTRACTOR’S LIABILITY INSURANCE

Insert the following at the end of Section 11.1.1:

11.1.1 (cont’d) Owner and Contractor acknowledge that the insurance requirements set forth in the Contract Documents may be required to be varied by Construction Lender, equity investor or by Owner’s insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of Owner, provided Owner bears any additional cost occasioned thereby.

2. 11.3 PROPERTY INSURANCE

Delete Section 11.3.9 in its entirety and insert the following:

11.3.9 Upon the occurrence of an insured loss, monies received will be deposited in a separate escrow account and Construction Lender shall make distribution in accordance with this Agreement and the provisions of any Loan Agreement between Owner and Construction Lender, or in accordance with the order of any court having jurisdiction over any dispute.

3. Section 11.4 is deleted in its entirety.

J. ARTICLE 13 — MISCELLANEOUS PROVISIONS

Insert the following new Section 13.8:

13.8 MECHANICS’ AND MATERIALMEN’S LIENS

13.8.1 Contractor shall save and keep Owner, Owner’s loan proceeds and Owner’s property free from all mechanic’s and materialmen’s liens and all other liens and claims, legal or equitable arising out of Contractor’s Work hereunder for which Contractor has been paid. In the event any such lien or claim is filed by anyone claiming by, through or under Contractor, Contractor shall remove, bond around or discharge same within thirty (30) days of the filing thereof; unless such lien was filed because of nonpayment by Owner to Contractor under this Agreement. Any payment due Contractor hereunder shall be reduced by an amount up to 110% of the amount of any lien arising out of or related to
Contractor’s performance under this Agreement until such lien is removed as of record and/or bonded.

K. ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

1. Section 14.3 is deleted in its entirety.

2. Section 14.4 is deleted in its entirety.

3. Insert the following new Section 14.5:

14.5 If Contractor becomes subject to a proceeding under the United States Bankruptcy Code ("Bankruptcy") and, in the reasonable opinion of Owner, is unable to fulfill its obligations under this Contract because of the Bankruptcy, Owner will notify Contractor in writing. If Contractor is unable to provide adequate assurance of future performance reasonably satisfactory to Owner within 10 days after receiving Owner’s notice, Contractor agrees that this Contract should be rejected and/or terminated and will take no action which would impede the efforts of Owner to have this Contract rejected and/or terminated by a Bankruptcy court.

L. ARTICLE 15 – CLAIMS AND DISPUTES

1. 15.1 CLAIMS

   a. Insert the following at the end of Section 15.1.2:

      Any Claim not timely asserted in accordance with the terms of this Section 15.1.2 shall be deemed waived.

   b. Insert the following as new Section 15.1.4.1:

      15.1.4.1 Any claim for increased cost for delay shall be asserted in accordance with the provisions of Section 15.1 unless the time is extended in writing by Owner. This requirement is in the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of the alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

   c. Delete Section 15.1.5.2 and insert the following in lieu thereof:

      15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time (including an extension of the date of Substantial Completion), Contractor will notify Owner that such conditions are the basis of the Claim. However, weather conditions shall not be the basis of an increase in the Contract Sum. Weather delays shall not entitle Contractor to an increase in the Contract Sum.
d. Delete Section 15.1.6.

e. Insert the following as new Section 15.1.7:

15.1.7 LIQUIDATED DAMAGES. The Contractor shall complete the Work and achieve Substantial Completion of the Work within the Contract Time. Owner may retain from the Contract Sum to be paid to Contractor, the liquidated damages sum of $500.00 for each day that the Contractor fails to achieve Substantial Completion of the Work within the Contract Time. The parties agree that the sums set forth in this Section 15.1.7 are the proper measure of liquidated damages that Owner will sustain per day upon the failure of the Contractor to complete the Work in the time stipulated, and this sum is not to be construed in any case as a penalty. These liquidated damages shall be assessed if Substantial Completion is not achieved as specified above, as the Contract Time may be extended as provided herein.

2. 15.4 ARBITRATION

   a. Insert the following at the end of Section 15.4.1:

   The parties will be entitled to discovery under the Texas Rules of Civil Procedure in any such arbitration and any arbitration shall take place in Harris County, Texas.

M. ARTICLE 16 - LENDER AND EQUITY INVESTOR PROVISIONS

16.1 Owner may, upon prior notice but without consent of Contractor, assign this Contract to a Construction Lender and/or an equity investor.

16.2 Contractor agrees to cooperate fully with Owner in complying with all reasonable requirements of Construction Lender and equity investor contained in loan agreements, if any, which Owner may enter into in connection with the Project and to furnish all such information, documents, reports, certifications and lien releases that are required by such loan agreements or partnership agreement. Contractor also agrees to such modifications to the Agreement as Construction Lender and equity investor may reasonable require, provided that the Contractor's costs or time of performance are not increased, unless the Agreement is equitably adjusted, including, without limitation, the timing of the delivery of Applications for Payment and the making of Progress Payments.

16.3 Owner hereby informs Contractor that Construction Lender and equity investor may hire a third party consultant to review payment applications of the Contractor and the progress of the performance of the Work and Contractor will cooperate with the lender's and/or the equity investor's consultant in connection therewith.

16.4 All subcontractors will be subject to the approval of Construction Lender and equity investor, to the extent required by Construction Lender and equity investor.
EXHIBIT “E”

AIA A201-2007 GENERAL CONDITIONS
for the following PROJECT:
(Name and location or address)
Lancaster Senior Village
Northeast corner of Lancaster Street and Belfort Street
Houston, Texas

THE OWNER:
(Name, legal status and address)
BAH Lancaster Senior Village, Ltd.
6517 Mapleridge
Houston, Texas 77081

THE ARCHITECT:
(Name, legal status and address)
Brownstone Architects & Planners, Inc.
6517 Mapleridge
Houston, Texas 77081

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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.
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ARTICLE 1 GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 THE WORK
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties 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, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or
the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other
facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to all the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume
the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,
.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
.2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be
required to provide professional services in violation of applicable law. If professional design services or
certifications by a design professional related to systems, materials or equipment are specifically required of the
Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria
that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a
properly licensed design professional, whose signature and seal shall appear on all drawings, calculations,
specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings
and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear
such professional’s written approval when submitted to the Architect. The Owner and 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, provided the Owner and Architect have specified to the Contractor all
performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will
review, approve or take other appropriate action on submittals only for the limited purpose of checking for
conformance with information given and the design concept expressed in the Contract Documents. The Contractor
shall not be responsible for the adequacy of the performance and design criteria specified in the Contract
Documents.

§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes,
rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably
encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make
its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition
existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed
construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by
evacuation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor
except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably
withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor’s
consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or
rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste
materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials from and about
the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner
shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever
located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement
of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but
shall not be responsible for such defense or loss when a particular design, process or product of a particular
manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are
contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the
Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a
patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the
Architect.

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§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, 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.

§ 4.2.7 The Architect will 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. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may __

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that
the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER’S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
   .1 The change in the Work;
   .2 The amount of the adjustment, if any, in the Contract Sum; and
   .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES
§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
   .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.
ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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.

§ 9.3 APPLICATIONS FOR PAYMENT
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.
§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is proper, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the 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 to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended
appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT
§ 9.10.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect
will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainerage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shut-down, delay and start-up.
§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction.
of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or
otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the
Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.
§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract 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 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
   .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts pursuant to Section 5.4; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims 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 Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION
§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an
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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.
### Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.3503</td>
<td>1.35</td>
<td>n/a</td>
<td>11.3503</td>
</tr>
</tbody>
</table>

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

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

Original contract shows 11.4431 acres "more particularly described on Exhibit "A" attached" - ESA based on original contract.

First amendment replaced original Exhibit A with survey showing 11.3503 acres, site plan based on survey.

### Site Control - §10.204(10)

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>Koelshch Frances H Et Al</td>
<td>Robert Stuart Koelsch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>922 Omar Street</td>
<td>Houston</td>
<td>TX</td>
<td>77009</td>
<td>12/29/1992</td>
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</table>

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

If "Yes," please explain:  **n/a**

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Koelshch Frances H Et Al</td>
<td>none</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [n/a] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [n/a] Contract for lease.

Expiration of Contract or Option:  **1/12/2019**  
Anticipated Closing Date:  **1/11/2019**

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

### 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.

**n/a**
Development qualifies for the boost for:

- X Qualified Census tract that has less than 20% HTC Units per household
- n/a Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development *(Competitive HTC only)*
- Development is entirely Supportive Housing *(Competitive HTC Only)*
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- n/a 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)*
- n/a 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)*
- n/a Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

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

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

Increase in Eligible Basis (30% Boost)

- n/a Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- n/a 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
- n/a 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.

- n/a 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.
- n/a 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.
- n/a 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.
- n/a 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.
ASSIGNMENT AND ASSUMPTION
OF
EARNEST MONEY CONTRACT

This Assignment and Assumption is made and entered into by Brownstone Ventures, LLC ("Assignor") and BAH Lancaster Senior Village, Ltd. ("Assignee"), effective as of February 28, 2018.

Assignor, as Purchaser, entered into that certain Earnest Money Contract dated December 18, 2017 (as amended, the "Agreement") wherein Assignor agreed to purchase from Frances H. Koelsch and Robert S. Koelsch, both in their individual capacities and as trustees of the Frances Wells Stuart 1992 Family Trust (the "Seller") the property consisting of 11.3503 acres +/-, as more particularly described in the Agreement, located in Houston, Texas (the "Property"). Assignor desires to assign to Assignee the rights, titles and interests of Assignor as Purchaser under the Agreement, and Assignee desires to accept such assignment and to assume all the obligations of Assignor set forth in the Agreement from and after the date hereof relating to the purchase of the Property.

For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor’s rights, titles and interests in, to and under the Agreement and all due diligence materials furnished to Assignor by Seller, or obtained by Assignor, in connection therewith. It is expressly understood and agreed that such assignment shall include Assignor’s rights, titles and interests in and to the earnest money which has been deposited by Assignor under the Agreement. Assignor represents to Assignee that Assignor has furnished to Assignee a true, correct and complete copy of the Agreement.

In witness whereof, Assignor and Assignee have executed this Assignment and Assumption effective as of the date above.

ASSIGNOR:

Brownstone Ventures, LLC, a Texas Limited Liability Company

By: __________________________
    Doak D. Brown, Manager

ASSIGNEE:

BAH Lancaster Senior Village, Ltd., a Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, a Texas limited liability company, its General Partner

By: __________________________
    Doak D. Brown, Manager
FIRST AMENDMENT
TO
EARNEST MONEY CONTRACT

This First Amendment to Earnest Money Contract (this "Amendment") is made and entered into by and between Frances H. Koelsch and Robert S. Koelsch, both in their individual capacities and as trustees of the Frances Wells Stuart 1992 Family Trust (hereinafter called "Seller") and Brownstone Ventures, LLC, a Texas limited liability company (hereinafter called "Purchaser"), effective as of January 8, 2018 (the "Effective Date").

Recitals

1. Seller and Purchaser are parties to that certain Earnest Money Contract having an effective date of December 18, 2017 and receipted with the title company on December 20, 2017 (as amended, the "Contract"), wherein Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, subject to the terms and provisions of the Contract, the "Property," as such term is defined in the Contract. Other capitalized terms used but not defined herein shall have the meanings given to them in the Contract.

2. Subsequent to the Title Company’s receipt of the Contract and Purchaser’s payment of the Earnest Money, Seller reached out to Purchaser to correct the Seller’s signature block.

3. Seller and Purchaser by this Amendment desire to amend the Contract in certain respects.

Agreements

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree to amend the Contract as follows:

A. Exhibit A of the Contract is hereby replaced with Exhibit A attached hereto.

B. The defined term for Seller in the recital paragraph of the Contract shall herein be revised to reflect the following: Frances H. Koelsch and Robert S. Koelsch, both in their individual capacities and as trustees of the Frances Wells Stuart 1992 Family Trust.

C. Seller(s) by signing below herein acknowledge, agree and affirm the terms of the receipted Contract that is attached hereto as Exhibit “B”.

D. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original hereof. Each of Seller and Purchaser agrees that its signature page may be detached from any one such counterpart and attached to an identical counterpart so that there is one counterpart containing the signature pages of both Seller and Purchaser.

RSK
E. This Amendment shall (i) inure to, and be binding upon, Seller and Purchaser and their respective successors, assigns and legal representatives; and (ii) be governed by and construed in accordance with the laws of the State of Texas.

F. Except as amended by this Amendment, the Contract remains in full force and effect as written. Seller and Purchaser hereby ratify and reaffirm the terms and provisions of the Contract, as amended by this Amendment.

In witness whereof, Seller and Purchaser have executed this Amendment as of the date set forth above.

SELLER:

[Signature]

Frances H. Koelsch, Individually and as Trustee of the Frances Wells Stuart 1992 Family Trust

Robert S. Koelsch, Individually and as Trustee of the Frances Wells Stuart 1992 Family Trust

PURCHASER:

Brownstone Ventures, LLC, a Texas limited liability company

By: [Signature]

Doak D. Brown, Manager

RSK
EXHIBIT A

Description of the Property
EXHIBIT B

Earnest Money Contract receipted by Title Company
Receipt For Funds

Brand
Alamo Title Company

Profit Center
ATCH-01COM

Order Number
ATCH17075297-TH

Trust Acct. Date
12/20/17

Reference Number
101001508

Trust Acct. Code
TXAHOUCA88996

Bank Name
Cadence Bank, N.A.

Ledger ID:
ATCH17075297

Buyer/Borrower:
Brownstone Ventures, LLC

Kooihsch Frances H ET AL

Property Address:
W. 1 acres on 1301 12C-1 12D & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

Transaction Date:
12/20/17

Original User ID:
FNFGLOBAL1thamilton

Amount:
$30,000.00

Received From:
Brownstone Ventures, LLC

Type of Funds Received:
Check

Bank Drawn On:
From Check Number:
International Bank of Commerce
13065

ABA Routing Number:
Account Number:
113000861
1110522134

Received the above funds:
12/20/2017
By: **CASH DEPOSIT VERIFIED

Tom Hamilton

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.
2. The charge to set up and service the interest bearing account is $ .
3. As an example, the amount of interest you can earn on a deposit of $1,000.00 for a thirty day period at an interest of 4% is $3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

Reference Number: 101001508
EARNEST MONEY CONTRACT

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This Earnest Money Contract ("Agreement") is made by and between KOELSCH FRANCES H ET AL (hereinafter referred to as "Seller"), and BROWNSTONE VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I.
PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 11.4431 +/- acre tract(s) or parcel(s) of land in TRS 12C-1 12D 12E & 12F ABST S H B PRENTISS located on the northeast corner of the Lancaster St. and Belfort St. intersection in the City of Houston, Harris County, Texas and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller’s right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II.
PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price for said property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($1,250,000.00). The purchase price is calculated on the basis of $2.51 per square foot.

2.02 Adjustment to Purchase Price: None

Birth name

Brownstone

RSK
Payment of Purchase Price

2.03 The purchase price shall be payable as follows:

(a) Purchaser has delivered for deposit with Alamo Title Company, 1800 Bering, Ste. 150, Houston, Texas 77057, Attention: Tom Hamilton (hereinafter referred to as the "Title Company") a cash sum (hereinafter referred to as the "Earnest Money") in the amount of $30,000.00 not later than three days after the Effective Date, as set out in Article III, which shall be credited to the purchase price.

(b) At closing, the entire purchase price shall be paid in cash.

ARTICLE III.
EARNEST MONEY

3.01 For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of $30,000.00 with the Title Company.

ARTICLE IV.
CONDITIONS TO PURCHASER’S OBLIGATIONS

4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser’s cost.

4.02 In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Seller agrees to cooperate with Purchaser in making application with the City of Houston for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller’s title (the “Title Commitment”) and binding the Title Company to issue at the closing an Owner’s Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the purchase price, together with legible copies of all documents constituting exceptions to Seller’s title (the “Exception Documents”).
Survey

4.04 It is agreed that following execution of this Agreement Purchaser shall obtain an updated survey at Purchaser's expense (the "Survey"). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit "A" attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days after receipt of the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment. Purchaser shall have twenty (20) days after receipt of the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Survey. Collectively the Title Review Period. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a "Permitted Exception."

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within fifteen (15) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each unsecured objection being also deemed a Permitted Exception).

ARTICLE V.
CONDITION OF PROPERTY
AND
FEASIBILITY PERIOD

5.01 Seller shall deliver possession of the premises to Purchaser in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS."

5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS". THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND THE PROVISIONS OF THE PARAGRAPH 4.04 HEREINBELOW, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY.
SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.

Feasibility Period

5.04 Purchaser may terminate this Agreement for any reason on or before July 31, 2018 by providing Seller written notice of termination subject to the following conditions:

(a) Immediately upon the execution of this Contract, the Title Company will release $2,000.00 of Earnest Money to the Seller to retain as independent consideration for Purchaser’s unrestricted right to terminate during this time. Within three (3) days of the Effective Date, Title Company shall pay to Seller this amount.

(b) If this Agreement is terminated by Purchaser on or after December 4, 2017, but before January 28, 2018, the Earnest Money will be refunded to Purchaser less $4,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to terminate during this time. On January 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(c) If this Agreement is terminated by Purchaser on or after January 28, 2018, but before March 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $10,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to terminate during this time. On March 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(d) If this Agreement is terminated by Purchaser on or after March 28, 2018 but before May 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $20,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to
terminate during this time. On May 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(e) If this Agreement is terminated by Purchaser on or after May 28, 2018, but before July 31, 2018, the remainder of the Earnest Money will be released by Title Company to the Seller and Seller will retain this independent consideration for Purchaser’s unrestricted right to terminate. On July 31, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(f) If this Agreement has not been terminated by Purchaser on or before July 31, 2018, Purchaser shall deposit additional non-refundable Earnest Money in the amount of $30,000.00 with the Title Company within three (3) days of July 31, 2018. Said additional Earnest Money once obtain by the Title Company shall be immediately released to the Seller.

(g) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the purchase price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

(a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).

(c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.

(d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.

(e) There are no actions, suits, claims, assessments, or proceedings pending, to Seller’s actual knowledge, threatened, against the Property.

RSK
(f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.

(g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.

(h) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.

(i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller's actual knowledge is any such action contemplated or pending by or against Seller or the Property.

(j) To Seller's actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties, (i) "Hazardous Materials" shall mean any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

Please see Texas Supreme Court #04-0534

(k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.

RSK
(l) Seller represents to Purchaser that there is no restriction against multifamily use on the Property.

5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI.
PURCHASERS' REPRESENTATIONS

6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.

6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser's organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII.
CLOSING

7.01 Closing shall occur at the Title Company's office on or before 15 days after the expiration of the Feasibility Period (the "Closing Date"). General real estate taxes for the year of closing relating to the property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds.

Seller will pay any "rollback" taxes assessed for the periods prior to closing, if applicable, and pay or credit to Purchaser Seller's pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

Extension of Closing Date

7.02 Purchaser shall have the right to extend the Closing Date, for five (5) additional periods of thirty (30) days, each, for a fee of $10,000.00, for the first 30 day extension and $10,000.00 each, for the remaining four (4) extension periods. There shall be no further extensions granted to Purchaser. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the purchase price.

7.03 All costs and expenses of closing in consummating the sale and purchase of the property shall be borne and paid as follows:

RSK
(a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.

(b) Purchaser’s owner’s title policy shall be paid by Seller for a title insurance policy with an insured face value of the purchase price; 

(c) Recording fees paid by Purchaser.

(d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Seller.

(e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.

7.04 Seller’s Responsibilities. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller’s sole cost and expense:

(a) A commitment for an Owner’s Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing, insuring Purchaser’s fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.

(b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as Exhibit B conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.

(c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.

(d) Reasonable evidence (satisfactory to the Title Company) of Seller’s capacity and authority for closing this transaction.

(e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 Purchaser’s Responsibilities. At the Closing Purchaser shall deliver to Seller, at Purchaser’s sole cost and expense, the following:
(a) The sales price of the Property paid in “good funds”.

(b) Reasonable evidence (satisfactory to the Title Company) of Purchaser’s capacity and authority for closing this transaction.

(c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII.
BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser’s only remedies against Seller shall be the return to Purchaser of the Purchaser’s Earnest Money and any Extension Fees, if applicable, or enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX.
BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller’s only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller’s sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the title company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X.
BROKERAGE FEES

All brokerage fees will be paid by seller.

ARTICLE XI.
MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

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

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the "Effective Date") shall be the date upon which the Title Company receives for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]

RSK
Dated this 18th day of December, 2017.

SELLER:

KOELSCH FRANCES H ET AL

By: ____________________________
Name: Robert Stuart Koelsch
Title: Trustee

ADDRESS OF SELLER:

922 Omar Street
Houston, TX 77009
Phone: (832) 607-0175
Email: franny@koelschgallery.com

PURCHASER:

BROWNSTONE VENTURES, LLC

By: ______________
Doak Brown, Manager

ADDRESS OF PURCHASER:

Attention: Doak D. Brown
6517 Mapleridge
Houston, Texas 77081
Phone: 713-432-7727
E-mail: doak@thebrownstonegroup.net

RSK
EXHIBIT "A"

DESCRIPTION OF THE PROPERTY
EXHIBIT "B"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Travis §

THAT Robert Koelsch (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, Brownstone Ventures (herein called "Grantee"), Grantee's address for the purposes hereof being 6517 Mapleridge, Houston, Texas 77081 the following described real property together with all improvements and fixtures (if any) thereon, and all rights and appurtenances pertaining to such real property, including any right, title and interest of Grantor in and to any and all roads or streets affecting, benefiting or bounding such real property, any easements benefiting such real property, and any strips or gores of property abutting or bounding such real property (collectively, the "Property"), to-wit:

See Exhibit A attached hereto.

This conveyance is made and accepted subject to those matters set forth on Exhibit B attached hereto and made a part hereof to the extent that same are valid, in existence, and enforceable (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

* Brownstone Ventures LLC

RSK

EXHIBIT "B" ~ 1
Ad valorem taxes for the year 2018 have been prorated as of the effective date hereof between Grantor and Grantee, and payment of ad valorem taxes for 2018 and subsequent years for the Property is hereby assumed by Grantee.

EXECUTED as of the date of the acknowledgment hereto, and delivered and effective the 18th day of December, 2018. 2017

GRANTOR:

By: [Signature]

Name: Robert Stuart Koelsch
Title: Trustee

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on December 18, 2018, by Robert Stuart Koelsch of Travis County, Texas, on behalf of said Seller.

[Signature]

Notary Public, State of Texas

LYDIA P. KEELIN
Notary Public, State of Texas
Comm. Expires 09-06-2021
Notary ID 131269900

RSK

EXHIBIT “B” – 2
# Receipt For Funds

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<td>ATCH17075297</td>
<td>Brownstone Ventures, LLC</td>
<td>Koelsch Frances H ETAI</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11.4431 acres on TRS 12C-1 12D 12E &amp; 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Bello, Houston, TX</td>
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<table>
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<table>
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<td>International Bank of Commerce</td>
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Received the above funds:

**CASH DEPOSIT VERIFIED**

Date: 12/20/2017 By: [Signature]

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.
2. The charge to set up and service the interest bearing account is $______.
3. As an example, the amount of interest you can earn on a deposit of $1,000.00 for a thirty day period at an interest of 4% is $3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

Reference Number: 101001508
DUPLICATE SUBMISSION - BPS

EARNEST MONEY CONTRACT

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This Earnest Money Contract ("Agreement") is made by and between KOELSCH FRANCES H ET AL (hereinafter referred to as "Seller"), and BROWNSTONE VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I.

PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 11.4431 +/- acre tract(s) or parcel of land in TRS 12C-1 12D 12E & 12F ABST 56 H B PRENTISS located on the northeast corner of the Lancaster St. and Belfort St. intersection in the City of Houston, Harris County, Texas and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller's right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II.

PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price for said property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($1,250,000.00). The purchase price is calculated on the basis of $1151 per square foot.

2.02 Adjustment to Purchase Price. None

*Birth name
** Brownstone
Payment of Purchase Price

2.03 The purchase price shall be payable as follows:

(a) Purchaser has delivered for deposit with Alamo Title Company, 1800 Bering, Ste. 150, Houston, Texas 77057, Attention: Tom Hamilton (hereinafter referred to as the “Title Company”) a cash sum (hereinafter referred to as the “Earnest Money”) in the amount of $30,000.00 not later than three days after the Effective Date, as set out in Article III, which shall be credited to the purchase price.

(b) At closing, the entire purchase price shall be paid in cash.

ARTICLE III.
EARNEST MONEY

3.01 For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of $30,000.00 with the Title Company.

ARTICLE IV.
CONDITIONS TO PURCHASER’S OBLIGATIONS

4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser’s cost.

4.02 In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Seller agrees to cooperate with Purchaser in making application with the City of Houston for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller’s title (the “Title Commitment”) and binding the Title Company to issue at the closing an Owner’s Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the purchase price, together with legible copies of all documents constituting exceptions to Seller’s title (the “Exception Documents”).

RSK
DUPLICATE SUBMISSION - BPS

Survey

4.04 It is agreed that following execution of this Agreement Purchaser shall obtain an updated survey at Purchaser’s expense (the “Survey”). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit “A” attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days after receipt of the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment. Purchaser shall have twenty (20) days after receipt of the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Survey. Collectively the Title Review Period. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a “Permitted Exception.”

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within fifteen (15) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each unsecured objection being also deemed a Permitted Exception).

ARTICLE V.
CONDITION OF PROPERTY
AND
FEASIBILITY PERIOD

5.01 Seller shall deliver possession of the premises to Purchaser in its present condition “AS IS, WHERE IS AND WITH ALL FAULTS.”

5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED “AS IS, WHERE IS AND WITH ALL FAULTS”. THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN “AS IS, WHERE IS, AND WITH ALL FAULTS” CONDITION BASED SOLELY ON PURCHASER’S OWN INSPECTION THEREOF AND THE PROVISIONS OF THE PARAGRAPH 4.04 HEREBELOW, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY.
SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.

Feasibility Period

5.04 Purchaser may terminate this Agreement for any reason on or before July 31, 2018 by providing Seller written notice of termination subject to the following conditions:

(a) Immediately upon the execution of this Contract, the Title Company will release $2,000.00 of Earnest Money to the Seller to retain as independent consideration for Purchaser’s unrestricted right to terminate during this time. Within three (3) days of the Effective Date, Title Company shall pay to Seller this amount.

(b) If this Agreement is terminated by Purchaser on or after December 4, 2017, but before January 28, 2018, the Earnest Money will be refunded to Purchaser less $4,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to terminate during this time. On January 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(c) If this Agreement is terminated by Purchaser on or after January 28, 2018, but before March 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $10,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to terminate during this time. On March 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(d) If this Agreement is terminated by Purchaser on or after March 28, 2018 but before May 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $20,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to
terminate during this time. On May 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(e) If this Agreement is terminated by Purchaser on or after May 28, 2018, but before July 31, 2018, the remainder of the Earnest Money will be released by Title Company to the Seller and Seller will retain this independent consideration for Purchaser’s unrestricted right to terminate. On July 31, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(f) If this Agreement has not been terminated by Purchaser on or before July 31, 2018, Purchaser shall deposit additional non-refundable Earnest Money in the amount of $30,000.00 with the Title Company within three (3) days of July 31, 2018. Said additional Earnest Money once obtain by the Title Company shall be immediately released to the Seller.

(g) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the purchase price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

(a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests, and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).

(c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.

(d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.

(e) There are no actions, suits, claims, assessments, or proceedings pending, to Seller’s actual knowledge, threatened, against the Property.
(f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.

(g) To Seller’s actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.

(h) To Seller’s actual knowledge, there is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.

(i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller’s actual knowledge is any such action contemplated or pending by or against Seller or the Property.

(j) To Seller’s actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties, (i) “Hazardous Materials” shall mean any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

Please see Texas Supreme Court #04-0534

(k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser’s prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.
(I) Seller represents to Purchaser that there is no restriction against multifamily use on the Property.

5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI
PURCHASERS’ REPRESENTATIONS

6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.

6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser’s organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII
CLOSING

7.01 Closing shall occur at the Title Company’s office on or before 15 days after the expiration of the Feasibility Period (the “Closing Date”). General real estate taxes for the year of closing relating to the property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the proceeds.

Seller will pay any “rollback” taxes assessed for the periods prior to closing, if applicable, and pay or credit to Purchaser Seller’s pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

Extension of Closing Date

7.02 Purchaser shall have the right to extend the Closing Date, for five (5) additional periods of thirty (30) days, each, for a fee of $10,000.00, for the first 30 day extension and $10,000.00 each, for the remaining four (4) extension periods. There shall be no further extensions granted to Purchaser. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the purchase price.

7.03 All costs and expenses of closing in consummating the sale and purchase of the property shall be borne and paid as follows:
(a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.

(b) Purchaser’s owner’s title policy shall be paid by Seller for a title insurance policy with an insured face value of the purchase price;

(c) Recording fees paid by Purchaser.

(d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser, tax certificates to be paid by Seller.

(e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.

7.04 Seller’s Responsibilities. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller’s sole cost and expense:

(a) A commitment for an Owner’s Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing, insuring Purchaser’s fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.

(b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as Exhibit B conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.

(c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.

(d) Reasonable evidence (satisfactory to the Title Company) of Seller’s capacity and authority for closing this transaction.

(e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 Purchaser’s Responsibilities. At the Closing Purchaser shall deliver to Seller, at Purchaser’s sole cost and expense, the following:
(a) The sales price of the Property paid in “good funds”.

(b) Reasonable evidence (satisfactory to the Title Company) of Purchaser’s capacity and authority for closing this transaction.

(c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII.
BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser’s only remedies against Seller shall be the return to Purchaser of the Purchaser’s Earnest Money and any Extension Fees, if applicable, or enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX.
BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller’s only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller’s sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the title company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X.
BROKERAGE FEES

All brokerage fees will be paid by seller.

ARTICLE XI.

RSK

9
MISSCZLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

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

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the “Effective Date”) shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]

RSK

11
DUPLICATE SUBMISSION - BPS

DATED THIS 18th day of December, 2017.

SELLER:

KOELSCH FRANCES H ET AL

By: [Signature]
Name: Robert Stuart Koelss
Title: Trustee

ADDRESS OF SELLER:

922 Omar Street
Houston, TX 77009
Phone: (832) 607-0175
Email: franny@koelschgallery.com

PURCHASER:

BROWNSTONE VENTURES, LLC

By: [Signature]
Name: Doak Brown, Manager

ADDRESS OF PURCHASER:

Attention: Doak D. Brown
6517 Mapleridge
Houston, Texas 77081
Phone: 713-432-7727
E-mail: doak@thebrowstonegroup.net

RSK
EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

RSK
EXHIBIT “B”

SPECIAL WARRANTY DEED

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Travis §

THAT Robert Koelsch (hereinafter called “Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, Brownstone Ventures (herein called “Grantee”), Grantee’s address for the purposes hereof being 6517 Mapleridge, Houston, Texas 77081 the following described real property together with all improvements and fixtures (if any) thereon, and all rights and appurtenances pertaining to such real property, including any right, title and interest of Grantor in and to any and all roads or streets affecting, benefiting or bounding such real property, any easements benefiting such real property, and any strips or gores of property abutting or bounding such real property (collectively, the “Property”), to-wit:

See Exhibit A attached hereto.

This conveyance is made and accepted subject to those matters set forth on Exhibit B attached hereto and made a part hereof to the extent that same are valid, in existence, and enforceable (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY “AS IS”, “WHERE IS” AND “WITH ALL FAULTS.” GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

* Brownstone Ventures LLC

RSK

EXHIBIT “B” – 1
DUPLICATE SUBMISSION - BPS

Ad valorem taxes for the year 2018 have been prorated as of the effective date hereof between Grantor and Grantee, and payment of ad valorem taxes for 2018 and subsequent years for the Property is hereby assumed by Grantee.

EXECUTED as of the date of the acknowledgment hereto, and delivered and effective the 18th day of December, 2018, 2017

GRANTOR:

By: _____________________________

Name: Robert Stuart Koelsch
Title: Trustee

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on December 18, 2018, by Robert Stuart Koelsch of Travis County, Texas, on behalf of said Seller.

Notary Public, State of Texas

LYDIA P. KEELIN
Notary Public, State of Texas
Comm. Expires 09-06-2021
Notary ID: 131269900

RSK

EXHIBIT “B” – 2
THE LANGUAGE SET FORTH BELOW MUST BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER MUST BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Federal Bureau of Investigation:**
[http://www.fbi.gov](http://www.fbi.gov)

**Internet Crime Complaint Center:**
We (Alamo Title Insurance, a Texas corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

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

Alamo Title Insurance
By:

President

Attest:

Secretary

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

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

Effective Date: February 6, 2018 at 8:00 AM
Commitment No.: ATCH17075297
Issued: February 13, 2018 at 8:00 AM

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
         Policy Amount:
         PROPOSED INSURED:
   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
         Policy Amount:
         PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
         Policy Amount:
         PROPOSED INSURED:
         Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
         Policy Amount:
         PROPOSED INSURED:
         Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
         Policy Amount:
         PROPOSED INSURED:
         Proposed Borrower:
   f. OTHER
      Policy Amount: $1,250,000.00
      PROPOSED INSURED: BAH Lancaster Senior Village, Ltd.

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

3. Record title to the land on the Effective Date appears to be vested in:
   Francita Stuart Koelsch now known as Francita Stuart Koelsch Ulmer; and Robert Stuart Koelsch and Frances Hubbard Koelsch, also known as Frances Koelsch Frietsch, Individually and as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust
Title Summary
(Commitment No. ATCH 1707 5297 TH)

1. **Copy of Will**: (Will - Robert)
   Property was owned by Robert C. Stuart and wife Frances Wells Stuart as their community property – see Inventory of Robert C. Stuart under cause no 142,727, Probate Court No. 1, Harris County, Texas, File No. 117036

2. **Copy of Inventory**: (Inventory - Robert)
   Will of Robert C. Stuart left his half of community property (except home) to his daughter, Francita Stuart Koelsch - half of that half (1/4) as her separate property; and in trust 1/4 for benefit of her son, Robert Stuart Koelsch, (1/8 of whole) her daughter, Frances Hubbard Koelsch (1/8 of whole).

   That means, 1/4 of the whole to Francita; 1/8 to Robert; 1/8 to Frances

3. **Copy of Special Warranty Deed**: (Special Warranty Gift Deed)
   Francita, under Special Warranty deed, deeded her 1/4 of the whole of such property and the two 1/8 interests in trust to Robert Stuart Koelsch, and Frances Hubbard Koelsch individually

4. **Copy of Frances Wells Stuart 1992 Family Trust**: (FWS Trust)
   Frances Wells Stuart created Frances Wells Stuart Trust in 1992, and appointed Francita as trustee

5. **Copy of Will of Frances Wells Stuart**: (FWS Will)
   Frances Wells Stuart died in 1997, leaving all of her ½ interest in the real property to the Frances Wells Stuart Trust. No 291,287, Probate Court No 1, Harris County, Texas

6. **Copy of Inventory of Frances Wells Stuart**: (FWS Inventory)

7. **Copy of Resignation of Francita and acceptance by Robert Koelsch, and Frances Koelsch**: (Change of Trustees)
   Francita resigned as trustee, and Robert Koelsch and Frances Koelsch accepted to be trustees

In summary,

**Robert and Frances, individually**, each own 1/4 of the whole; together own ½ of the whole of the property

and

**Robert and Frances, as trustees of the Frances Wells Stuart Trust**, own ½ of the whole of the property
Robert C. Stuart (50%) (Grandfather) and Frances Wells Stuart (50%) (Grandmother)  

Community Property  

Will of Robert C. Stuart  

¾ interest to Francita Stuart Koelsch Ulmer (daughter)  

½ interest to the Frances Wells Stuart 1992 Family Trust – Francita Stuart Koelsch Ulmer is sole Trustee  

1/8 interest to Robert Stuart Koelsch (grandson)  

1/8 interest to Frances H. Koelsch (granddaughter)  

Special Warranty Gift Deed granting her ¼ interest to Robert Stuart Koelsch and Frances H. Koelsch  

Francita resigned as Trustee and appointed Robert S. Koelsch and Frances H. Koelsch  

Robert S. Koelsch and Frances H. Koelsch own ½ of the property individually through the Robert C. Stuart side and the other half is owned by the Frances Wells Stuart 1992 Family Trust, which Robert S. Koelsch and Frances H. Koelsch sign as Trustees
4. Legal description of land:

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31’00” EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.67 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100’ R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49’15” WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08’45” WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56’30” WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERN RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERN LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 77°20’00” EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1440.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

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

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: ATCH17075297

GF No.: ATCH-01COM-ATCH17075297TH

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item 1, Schedule B is hereby deleted.

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

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

   (Applies to the Owner Policy only.)

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

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

   (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)
Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession.

b. Intentionally deleted.

c. Any and all leases, recorded or unrecorded, with rights of tenants in possession.

d. Intentionally deleted.


f. Intentionally deleted.

g. Ordinance describing the northerly right of way line of Bellfort Avenue recorded in Volume 4184, Page 514 (Harris County Clerk's File No. B251173) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

h. Ordinance describing the east right-of-way line of Lancaster Street recorded in Volume 6225, Page 160 (Harris County Clerk's File No. C239842) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

i. The following matters shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565:

i) Building line twenty-five (25) feet in width along the South property lines;

ii) Building line ten (10) feet in width along the West property line; and

iii) Gas pipeline valve located on the South property line.

j. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

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

Commitment No.: ATCH17075297       GF No.: ATCH-01COM-ATCH17075297TH

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

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

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

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

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

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

6. We must determine the marital status of records owners and require joinder where applicable.

7. We must be furnished a copy of the Frances Wells Stuart 1992 Family Trust and any amendments thereto for review.

8. 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 limited partnership named below.

   Name: BAH Lancaster Senior Village, Ltd., a limited partnership

   a) A copy of the partnership agreement and all amendments thereto.

   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.

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

9. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor.
SCHEDULE C
(continued)

and supplied to the Company prior to the close of escrow.

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

10. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner's policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

VESTING: The last Deed found of record affecting the subject property was a Special Warranty Gift Deed recorded on April 25, 2017 under Harris County Clerk's File No. RP-2017-175512, wherein the record owner acquired the subject property.

Title appears to have been vested in Francita Stuart Koelsch now known as Francita Stuart Koelsch Ulmer; and Robert Stuart Koelsch and Frances Hubbard Koelsch also known as Frances Koelsch Frietsch, Individually and as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust since at lease 1976, being part of that tract of land conveyed to Stuart, Koelsch, et al by virtue of the Will of Robert C. Stuart, Deceased, in Cause Number 142727 in Harris County, Texas.

Prior Deed and Correction Deed recorded under Harris County Clerk's File Numbers P025656 and P253466, respectively, wherein title was vested in Francita Stuart Koelsch.

11. Note –Important Notice

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

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

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

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

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

Commitment No.: ATCH17075297
GF No.: ATCH-01COM-ATCH17075297TH

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

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

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

   Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grealish, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes

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

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

   Alamo Title Company

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

      Owners: Alamo Title Holding Company owns 100% of Alamo Title Company

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

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

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

      Directors: Raymond Randall Quirk, Anthony John Park

      Officers: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)

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

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

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

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

   Owner's Policy $ 7,001.00
   Total $ 7,001.00

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

   Percent/Amount To Whom For Services

   *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: 
To: BAH Lancaster Senior Village, Ltd.
Property: 11.4431 acres om TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

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

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

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<th>Settlement Service Provider:</th>
<th>Type of Settlement Provided:</th>
<th>Range of Charges:</th>
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<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
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There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment
I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(continued)

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

Brownstone Ventures, LLC

BY: ____________________________
    Doak D. Brown, Manager

    Date

    Date

    Date
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

________________________________________  __________________________
Signature                                            Date
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

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<td>You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</td>
<td>We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</td>
<td>We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
<td>Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</td>
<td>We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
<td>We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</td>
<td>If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</td>
<td></td>
</tr>
</tbody>
</table>
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

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

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

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

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

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(904) 934-3354
THE LANGUAGE SET FORTH BELOW MUST BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER MUST BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Federal Bureau of Investigation:** [http://www.fbi.gov](http://www.fbi.gov)
- **Internet Crime Complaint Center:** [http://www.ic3.gov](http://www.ic3.gov)
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:  
Alamo Title Insurance

Commitment Number:  
ATCH17075297

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

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

Issued By:  
Alamo Title Company

By:  

Alamo Title Insurance

President

Attest:  

Jean Perkins

Secretary

CONDITIONS AND STIPULATIONS

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

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

Effective Date: April 24, 2018 at 8:00 AM
Commitment No.: ATCH17075297

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: PROPOSED INSURED:
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: $1,250,000.00
      PROPOSED INSURED: BAH Lancaster Senior Village, Ltd.

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

3. Record title to the land on the Effective Date appears to be vested in:

   Robert Stuart Koelsch and Frances Hubbard Koelsch also known as Frances Koelsch Frietsch, Individually and as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust
SCHEDULE A
(continued)

4. Legal description of land:

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31'00" EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100' R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49'15" WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08'45" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56'30" WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERLY LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 71°20'00" EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1410.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

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

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: ATCH17075297  
GF No.: ATCH-01COM-ATCH17075297TH

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item 1, Schedule B is hereby deleted.

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

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

   (Applies to the Owner Policy only.)

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

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagor Policy of Title Insurance (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2018 and subsequent years.”)

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

   (Applies to Mortgagee Policy (T-2) only.)

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession.

b. Intentionally deleted.

c. Any and all leases, recorded or unrecorded, with rights of tenants in possession.

d. Intentionally deleted.


f. Intentionally deleted.

g. Ordinance describing the northerly right of way line of Bellfort Avenue recorded in Volume 4184, Page 514 (Harris County Clerk’s File No. B251173) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

h. Ordinance describing the east right-of-way line of Lancaster Street recorded in Volume 6225, Page 160 (Harris County Clerk’s File No. C239842) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

i. The following matters shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565:

   i) Building line twenty-five (25) feet in width along the South property line;

   ii) Building line ten (10) feet in width along the West property line; and

   iii) Gas pipeline valve located on the South property line.

j. If any portion of the proposed loan and/or the Owner’s Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

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

Commitment No.: ATCH17075297

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

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

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

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

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

6. We must determine the marital status of records owners and require joinder where applicable.

7. We must be furnished a copy of the Frances Wells Stuart 1992 Family Trust and any amendments thereto for review.

8. 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 limited partnership named below.

   Name: BAH Lancaster Senior Village, Ltd., a limited partnership

   a) A copy of the partnership agreement and all amendments thereto.

   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.

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

9. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor.
SCHEDULE C
(continued)

and supplied to the Company prior to the close of escrow.

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

10. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner's policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

11. Note —Important Notice

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

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

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

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

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

Commitment No.: ATCH17075297

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

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

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

   **Directors:** Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grealish, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes

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

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

   **Alamo Title Company**

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

   **Owners:** Alamo Title Holding Company owns 100% of Alamo Title Company

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

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

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

   **Directors:** Raymond Randall Quirk, Anthony John Park

   **Officers:** Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaneen (Vice President), Nancy Fox (Vice President)

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

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

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

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

| Owner's Policy | $7,001.00 |
| Total | $7,001.00 |

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

| Percent/Amount | To Whom | For Services |

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company’s promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
TExAS TITLe INsUranCe INfOrmAtION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
EXHIBIT A

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31’00” EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100’ R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ¼ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49’15” WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ¼ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ¼ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08’45” WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ¼ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56’30” WEST, A DISTANCE OF 14.18 FEET TO A ¼ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERLY LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ¼ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 71°20’00” EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1410.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner’s Policy)

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

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

The arbitration provision in the Policy is as follows:

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

Signature ___________________________ Date ___________________________
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected
We may collect Personal Information about you from:
- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.
Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or 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 disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence 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, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice 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 for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date:
To: BAH Lancaster Senior Village, Ltd.
Property: 11.4431 acres om TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

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

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

<table>
<thead>
<tr>
<th>Settlement Service Provider</th>
<th>Type of Settlement Provided</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment
I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(continued)

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

Brownstone Ventures, LLC

BY: ____________________________  ____________________________
    Doak D. Brown, Manager  Date

                      ____________________________
                      Date

                      ____________________________
                      Date
# 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 regardless if 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>
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</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
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</table>

**Only list if owner has owned <36 mos.**

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
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</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
<td></td>
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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.**
  - a. **Address**  
  - **Abbreviated Legal**  
  - **Acres**  
  - b. **Address**  
  - **Abbreviated Legal**  
  - **Acres**  
  - c. **Address**  
  - **Abbreviated Legal**  
  - **Acres**  

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<table>
<thead>
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<th>Acreage</th>
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<th>Name of Previous Seller Entity</th>
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<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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If yes above, describe relationship: 

- **Contract includes more than one tract/lot. Address, legal description, and acreage are below.**
  - a. **Address**  
  - **Abbreviated Legal**  
  - **Acres**  
  - b. **Address**  
  - **Abbreviated Legal**  
  - **Acres**  
  - c. **Address**  
  - **Abbreviated Legal**  
  - **Acres**  

---

If a revised form is submitted, date of submission:  

---
Elected officials were identified in the Pre-Application, and there have been no changes.
(If box above is checked, these forms may be left BLANK.)

Please identify all elected officials which represent the Development Site.

** US Representative

<table>
<thead>
<tr>
<th>District</th>
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State Senator

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<th>District</th>
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Support Letter

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City Mayor

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<tr>
<th>County Judge</th>
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School Superintendent

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<tr>
<th>District Name</th>
<th>Email</th>
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<tbody>
<tr>
<td>Address</td>
<td>City</td>
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</table>

Presiding officer of Board of Trustees

<table>
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<tr>
<th>Email</th>
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<tbody>
<tr>
<td>Address</td>
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<tr>
<td>City</td>
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</table>

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, these forms may be left **BLANK**)

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
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</table>
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

Part 2.

Notifications - Form and Content:

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

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

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

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

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

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

Part 3.

No Neighborhood Organizations exist (competitive HTC only):

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

Part 4.

Certification

By:

Signature of Applicant/Development Owner

Date

Printed Name

Notarize on next page
Texas
Notary Public, State of

Harris
County of

2/1/22
My Commission expires

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2018

Leslie V. Winston
Notary Public Signature

LESLIE V WINSTON
Notary Public, State of Texas
Notary ID # 1118278-4
My Commission Expires
February 1, 2022
### 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)

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>n/a</th>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
<th>n/a</th>
</tr>
</thead>
</table>

   If Reconstruction, Units Demolished | n/a | Units Reconstructed | n/a |

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

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

   - [ ] Elderly Limitation

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

   **§10.3(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.

   Development is fee simple, garden style apartment complex that is typical for the target population.

   **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><strong>Interest Rate (%)</strong></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></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>At-Risk</th>
<th>Nonprofit</th>
<th>USDA</th>
<th>CHDO</th>
<th>SH/SR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></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: n/a and TDHCA funding source: n/a

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

If yes, source: n/a

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))

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>144</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

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

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

A. Unit Sizes

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

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

- OR:

n/a 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)

- n/a 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.

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

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

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

- n/a 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.

- n/a Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. Development Accessibility Requirements (ALL Multifamily Applications)

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

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

    and

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

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

### 1. Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]

- Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below.

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

*Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

### 2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]

- At least 20 percent of all low-income Units at 30% or less of AMGI
- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI
- At least 5 percent of all low-income Units at 30% or less of AMGI

In the event of a tie with another application or applications, this percentage of 30% AMGI MFOL 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
- Number of 30% Units used to score points under §11.9(c)(2)*
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)

**Points claimed:**

- Development located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developments proposed in all other areas.

*Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.*

### 4. Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]

- At least 20 percent 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 percent of all low-income Units are restricted at 30% or less of AMGI; or
- Development is located in a Rural Area and 7.5 percent of all low-income Units are restricted at 30% or less of AMGI; or
- At least 5 percent of all low-income Units at 30% or less of AMGI

**Points claimed:**

*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.*

### 5. Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit
- All other Developments.
- 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:**
6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47. If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C). Select *only one* scoring scenario below:

**A**

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

<table>
<thead>
<tr>
<th>Existing Development Name:</th>
<th>TDHCA #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

*OR*

Points Claimed: 0

**B**

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

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

**C**

If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs.

**MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item.** The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;

*OR*

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

Points Claimed: 0

Points Claimed: 2

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

- Development is requesting Pre-Application Points.  

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**

- Development will maintain a 35 year Affordability Period.

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**

- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.

- Attached behind this tab are the THC letter and other documentation described above.

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**

- Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
February 27, 2018

Texas Department of Housing and Community Affairs
Attn: Spencer Duran
221 East 11th Street
Austin, Texas 78701

Re: HTC #18138, Lancaster Senior Village, Houston, Texas

To Whom It May Concern:

I hereby certify that the Applicant for Lancaster Senior Village, nor any of its Affiliates, have an ownership interest or control of any Existing Development that meets the criteria outlined in the Section 811 PRA Program Existing Development Criteria. Attached you will find a list of the properties associated with the Applicant, and the factors which disqualify each development for participation in Section 811. Should you have any question or need additional information, please feel free to contact me.

Sincerely,

Doak Brown
Developer/Member, General Partner
### Brownstone Affordable Housing, Ltd: Portfolio of TDHCA funded Properties

<table>
<thead>
<tr>
<th>TDHCA #</th>
<th>Development Name</th>
<th>Ownership Interest</th>
<th>City</th>
<th>Population</th>
<th>MSA</th>
<th>Disqualifying Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>05041</td>
<td>San Diego Creek Apartments</td>
<td>GP</td>
<td>Alice</td>
<td>N/A</td>
<td>outside qualifying MSA</td>
<td></td>
</tr>
<tr>
<td>060072</td>
<td>Easterling Village</td>
<td>GP</td>
<td>Alice</td>
<td>N/A</td>
<td>outside qualifying MSA</td>
<td></td>
</tr>
<tr>
<td>07090</td>
<td>Thomas Ninke Senior Village</td>
<td>class B LP</td>
<td>Victoria</td>
<td>Senior</td>
<td>outside qualifying MSA</td>
<td></td>
</tr>
<tr>
<td>060071</td>
<td>Retama Village</td>
<td>class B LP</td>
<td>McAllen</td>
<td>Senior</td>
<td>Flood Plain: Zone B</td>
<td></td>
</tr>
<tr>
<td>09773</td>
<td>Pearland Senior Village</td>
<td>GP</td>
<td>Pearland</td>
<td>Senior</td>
<td>population served: Senior</td>
<td></td>
</tr>
<tr>
<td>10222</td>
<td>Citrus Gardens</td>
<td>class B LP</td>
<td>Brownsville</td>
<td></td>
<td>Brownsville-Harlingen</td>
<td></td>
</tr>
<tr>
<td>13173</td>
<td>Canton Village Homes</td>
<td>GP</td>
<td>Canton</td>
<td>N/A</td>
<td>outside qualifying MSA</td>
<td></td>
</tr>
<tr>
<td>15252</td>
<td>Henderson Village</td>
<td>GP</td>
<td>Henderson</td>
<td>Longview</td>
<td>outside qualifying MSA</td>
<td></td>
</tr>
<tr>
<td>16197</td>
<td>Taylor Senior Village</td>
<td>GP</td>
<td>Mission</td>
<td>Elderly Limitation</td>
<td>McAllen-Edinburg-Mission</td>
<td>population served: Senior</td>
</tr>
<tr>
<td>TDHCA #</td>
<td>Development Name</td>
<td>Ownership Interest</td>
<td>City</td>
<td>Population</td>
<td>MSA</td>
<td>Disqualifying Factor</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------</td>
<td>--------------------</td>
<td>----------------</td>
<td>------------</td>
<td>------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>03158</td>
<td>Red River Senior Village</td>
<td>GP</td>
<td>Vernon</td>
<td>Senior</td>
<td>N/A</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>03161</td>
<td>Dripping Springs Senior Village</td>
<td>GP</td>
<td>Waco</td>
<td>Senior</td>
<td>Waco</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>03163</td>
<td>Cedar View Apartments</td>
<td>GP</td>
<td>Mineral Wells</td>
<td>Dallas-Fort Worth-Arlington</td>
<td>outside qualifying MSA: Palo Pinto County</td>
<td></td>
</tr>
<tr>
<td>04052</td>
<td>Chisholm Trail Senior Village</td>
<td>GP</td>
<td>Belton</td>
<td>Senior</td>
<td>Killeen-Temple</td>
<td>population served: Senior</td>
</tr>
<tr>
<td>TDHCA #</td>
<td>Development Name</td>
<td>Ownership Interest</td>
<td>City</td>
<td>Population</td>
<td>MSA</td>
<td>Disqualifying Factor</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td>------------</td>
<td>--------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>13173</td>
<td>Canton Village Homes</td>
<td>GP</td>
<td>Canton</td>
<td>general</td>
<td>N/A</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>14092</td>
<td>Madison Oaks Apartments</td>
<td>GP</td>
<td>Winnsboro</td>
<td></td>
<td>N/A</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>15252</td>
<td>Henderson Village</td>
<td>GP</td>
<td>Henderson</td>
<td></td>
<td>Longview</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>16172</td>
<td>Lumberton Senior Village</td>
<td>GP</td>
<td>Beaumont ETJ</td>
<td>Elderly Limitation</td>
<td>Beaumont-Port Arthur</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>16160</td>
<td>Nash Senior Village</td>
<td>GP</td>
<td>Nash</td>
<td>Elderly Limitation</td>
<td>Texarkana</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>16164</td>
<td>Saralita Senior Village</td>
<td>GP</td>
<td>Kerrville</td>
<td>Elderly Limitation</td>
<td>N/A</td>
<td>outside qualifying MSA</td>
</tr>
<tr>
<td>16170</td>
<td>Whitehouse Senior Village</td>
<td>GP</td>
<td>Whitehouse</td>
<td>Elderly Limitation</td>
<td>Tyler</td>
<td>outside qualifying MSA</td>
</tr>
</tbody>
</table>
Site Plan which:
- states the size of the site on its face
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings, stating sizes, etc.
- identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
- clearly delineates the flood plain boundary lines or states there is no floodplain
- identifies all easements, regardless of how they are held
- indicates placement of detention/retention pond(s) or states there are no detention ponds
- indicates the location and number of parking spaces, garages and carports
- indicates the location and number of accessible parking spaces (review application webinar)
- includes information regarding local parking requirements
- indicates compliant accessible routes
- includes a unit and building type table matrix that indicates the distribution of accessible Units
- 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)
LANCASTER SENIOR VILLAGE
ARCHITECTURAL SITE PLAN (144 UNITS)
02/28/18
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION
LANCASTER SENIOR VILLAGE
ARCHITECTURAL SITE PLAN (144 UNITS)
04/30/18
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

BUILDING MATRIX:

<table>
<thead>
<tr>
<th>BUILDING DESIGNATION</th>
<th>NET AREA</th>
<th>GROSS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 APTS. (TYPE I)</td>
<td>36 1-BEDS + 18 2-BEDS</td>
<td>41,328 S.F. + 57,027 S.F.</td>
</tr>
<tr>
<td>2 APTS. (TYPE I)</td>
<td>36 1-BEDS + 18 2-BEDS</td>
<td>41,328 S.F. + 57,027 S.F.</td>
</tr>
<tr>
<td>3 APTS. (TYPE II)</td>
<td>21 1-BEDS + 9 2-BEDS</td>
<td>32,262 S.F. + 39,900 S.F.</td>
</tr>
<tr>
<td>4 APTS. (TYPE II)</td>
<td>21 1-BEDS + 9 2-BEDS</td>
<td>32,262 S.F. + 39,900 S.F.</td>
</tr>
<tr>
<td>5 APTS. (TYPE II)</td>
<td>21 1-BEDS + 9 2-BEDS</td>
<td>32,262 S.F. + 39,900 S.F.</td>
</tr>
<tr>
<td>6 APTS. (TYPE II)</td>
<td>21 1-BEDS + 9 2-BEDS</td>
<td>32,262 S.F. + 39,900 S.F.</td>
</tr>
<tr>
<td>7 APTS. (TYPE II)</td>
<td>21 1-BEDS + 9 2-BEDS</td>
<td>32,262 S.F. + 39,900 S.F.</td>
</tr>
<tr>
<td>8 APTS. (TYPE II)</td>
<td>21 1-BEDS + 9 2-BEDS</td>
<td>32,262 S.F. + 39,900 S.F.</td>
</tr>
<tr>
<td>9 APTS. (TYPE III)</td>
<td>4 1-BEDS + 0 2-BEDS</td>
<td>2,660 S.F. + 3,386 S.F.</td>
</tr>
<tr>
<td>10 APTS. (TYPE III)</td>
<td>4 1-BEDS + 0 2-BEDS</td>
<td>2,660 S.F. + 3,386 S.F.</td>
</tr>
<tr>
<td>11 APTS. (TYPE III)</td>
<td>4 1-BEDS + 0 2-BEDS</td>
<td>2,660 S.F. + 3,386 S.F.</td>
</tr>
<tr>
<td>12 CLUBHOUSE / LEASING OFFICE</td>
<td>575 S.F.</td>
<td>5,230 S.F.</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>113,362 S.F.</td>
<td>153,386 S.F.</td>
</tr>
</tbody>
</table>

UNIT MATRIX:

<table>
<thead>
<tr>
<th>UNIT DESIGNATION</th>
<th>NO.</th>
<th>NET AREA</th>
<th>TOTAL PROJ. PER UNIT</th>
<th>GROSS AREA</th>
<th>TOTAL PROJ.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1-BED / 1-BATH</td>
<td>69</td>
<td>665 S.F.</td>
<td>45,885 S.F.</td>
<td>32,844 S.F.</td>
<td>50,922 S.F.</td>
</tr>
<tr>
<td>A-HC 1-BED / 1-BATH</td>
<td>3</td>
<td>665 S.F.</td>
<td>1,995 S.F.</td>
<td>1,038 S.F.</td>
<td>2,214 S.F.</td>
</tr>
<tr>
<td>B 2-BED / 2-BATH</td>
<td>34</td>
<td>966 S.F.</td>
<td>32,044 S.F.</td>
<td>1,141 S.F.</td>
<td>12,351 S.F.</td>
</tr>
<tr>
<td>B-HC 2-BED / 2-BATH</td>
<td>2</td>
<td>966 S.F.</td>
<td>1,995 S.F.</td>
<td>1,141 S.F.</td>
<td>2,076 S.F.</td>
</tr>
<tr>
<td>C 1-BED / 1-BATH</td>
<td>22</td>
<td>665 S.F.</td>
<td>14,630 S.F.</td>
<td>840 S.F.</td>
<td>16,460 S.F.</td>
</tr>
<tr>
<td>C-HC 1-BED / 1-BATH</td>
<td>2</td>
<td>665 S.F.</td>
<td>1,330 S.F.</td>
<td>840 S.F.</td>
<td>1,420 S.F.</td>
</tr>
<tr>
<td>D 2-BED / 2-BATH</td>
<td>11</td>
<td>966 S.F.</td>
<td>10,826 S.F.</td>
<td>1,141 S.F.</td>
<td>12,551 S.F.</td>
</tr>
<tr>
<td>D-HC 2-BED / 2-BATH</td>
<td>1</td>
<td>966 S.F.</td>
<td>1,995 S.F.</td>
<td>1,141 S.F.</td>
<td>1,141 S.F.</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>144</td>
<td>110,208 S.F.</td>
<td>124,356 S.F.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

SITE AREA: 11.35 ACRES (12.69 UNITS PER ACRE)
FLOOD PLAN: NOT IN 100 YEAR FLOOD PLAIN
EASEMENTS: UNDERGROUND NATURAL GAS LINE
MOBILITY IMPAIRMENT: 8 UNITS
HEARING/VISUAL IMPAIR.: 3 UNITS

PARKING:
LOCAL REQUIREMENT: 108 SPACES (0.75 PER UNIT)
TDHCA REQUIREMENT: 144 SPACES (1.0 PER UNIT)
PROVIDED SPACES: 163 SPACES
PROVIDED ADA SPACES: 19 SPACES

WET DETENTION POND: 1.36 ACRES
DOG PARK
NOTE: ALL SIDEWALKS SHALL BE ACCESSIBLE ROUTE
LANCASTER SENIOR VILLAGE
ARCHITECTURAL SITE PLAN (144 UNITS)
05/16/18
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

NOTES:
- SITE AREA: 11.35 ACRES (12.69 UNITS PER ACRE)
- FLOOD PLAIN: NOT IN 100 YEAR FLOOD PLAIN
- EASEMENTS: UNDERGROUND NATURAL GAS LINE
- MOBILITY IMPAIRMENT: 8 UNITS
- HEARING/VISUAL IMPAIR.: 3 UNITS

BUILDING MATRIX:

<table>
<thead>
<tr>
<th>BUILDING DESIGNATION</th>
<th>NET AREA</th>
<th>GROSS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 APRTS. (TYPE I)</td>
<td>36 1-BEDS &amp; 18 2-BEDS</td>
<td>41,328 S.F.</td>
</tr>
<tr>
<td>2 APRTS. (TYPE I)</td>
<td>36 1-BEDS &amp; 18 2-BEDS</td>
<td>41,328 S.F.</td>
</tr>
<tr>
<td>3 APRTS. (TYPE II)</td>
<td>2 1-BEDS &amp; 2 2-BEDS</td>
<td>3,262 S.F.</td>
</tr>
<tr>
<td>4 APRTS. (TYPE II)</td>
<td>2 1-BEDS &amp; 2 2-BEDS</td>
<td>3,262 S.F.</td>
</tr>
<tr>
<td>5 APRTS. (TYPE II)</td>
<td>2 1-BEDS &amp; 2 2-BEDS</td>
<td>3,262 S.F.</td>
</tr>
<tr>
<td>6 APRTS. (TYPE II)</td>
<td>2 1-BEDS &amp; 2 2-BEDS</td>
<td>3,262 S.F.</td>
</tr>
<tr>
<td>7 APRTS. (TYPE II)</td>
<td>2 1-BEDS &amp; 2 2-BEDS</td>
<td>3,262 S.F.</td>
</tr>
<tr>
<td>8 APRTS. (TYPE II)</td>
<td>2 1-BEDS &amp; 2 2-BEDS</td>
<td>3,262 S.F.</td>
</tr>
<tr>
<td>9 APRTS. (TYPE III)</td>
<td>4 1-BEDS &amp; 0 2-BEDS</td>
<td>2,660 S.F.</td>
</tr>
<tr>
<td>10 APRTS. (TYPE III)</td>
<td>4 1-BEDS &amp; 0 2-BEDS</td>
<td>2,660 S.F.</td>
</tr>
<tr>
<td>11 APRTS. (TYPE III)</td>
<td>4 1-BEDS &amp; 0 2-BEDS</td>
<td>2,660 S.F.</td>
</tr>
<tr>
<td>12 CLUBHOUSE / LEASING OFFICE</td>
<td>3,154 S.F.</td>
<td>5,230 S.F.</td>
</tr>
<tr>
<td>TOTALS:</td>
<td></td>
<td>113,362 S.F.</td>
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UNIT MATRIX:

<table>
<thead>
<tr>
<th>UNIT DESIGNATION</th>
<th>NO.</th>
<th>NET AREA PER UNIT</th>
<th>TOTAL PROJ. PER UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1-BED / 1-BATH</td>
<td>40</td>
<td>665 S.F.</td>
<td>26,600 S.F.</td>
</tr>
<tr>
<td>A-MC 1-BED / 1-BATH</td>
<td>3</td>
<td>665 S.F.</td>
<td>1,995 S.F.</td>
</tr>
<tr>
<td>B 2-BED / 2-BATH</td>
<td>34</td>
<td>966 S.F.</td>
<td>32,844 S.F.</td>
</tr>
<tr>
<td>B-HC 2-BED / 2-BATH</td>
<td>2</td>
<td>966 S.F.</td>
<td>1,932 S.F.</td>
</tr>
<tr>
<td>C 1-BED / 1-BATH</td>
<td>22</td>
<td>665 S.F.</td>
<td>14,630 S.F.</td>
</tr>
<tr>
<td>C-MC 1-BED / 1-BATH</td>
<td>2</td>
<td>665 S.F.</td>
<td>1,330 S.F.</td>
</tr>
<tr>
<td>D 2-BED / 2-BATH</td>
<td>11</td>
<td>966 S.F.</td>
<td>10,626 S.F.</td>
</tr>
<tr>
<td>D-HC 2-BED / 2-BATH</td>
<td>1</td>
<td>966 S.F.</td>
<td>1,995 S.F.</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>144</td>
<td></td>
<td>110,208 S.F.</td>
</tr>
</tbody>
</table>

PARKING:
- LOCAL REQUIREMENT: 108 SPACES (0.75 PER UNIT)
- TDHCA REQUIREMENT: 144 SPACES (1.0 PER UNIT)
- PROVIDED SPACES: 161 SPACES
- PROVIDED ADA SPACES: 19 SPACES

NOTES:
- WET DETENTION POND 1.36 ACRES
- 6' WROUGHT IRON FENCE
- 6' CEDAR FENCE
- 25'-0" NATURAL GAS EASEMENT

LANCASTER SENIOR VILLAGE
BROWNSTONE ARCHITECTS & PLANNERS, INC.
6517 MAPLERIDGE
HOUSTON, TEXAS 77081
www.thebrownstonegroup.net
713.432.7727
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6517 MAPLERIDGE
HOUSTON, TEXAS 77081
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UNIT "C" & "C-HC" - 1-BEDROOM / 1-BATH
APPROX. FLOOR AREA: 665 S.F.
CONDITIONED AREA: 19 S.F.
STORAGE AREA: 156 S.F.
PORCH AREA: 840 S.F.
GROSS AREA: 88 %
VIRYL PLANK: 88 %
CARPET: 12 %
CERAMIC TILES: 0 %
NOTES: TYPICAL CEILING HEIGHT TO BE 9'

UNIT "D" & "D-HC" - 2-BEDROOM / 2-BATH
APPROX. FLOOR AREA: 966 S.F.
CONDITIONED AREA: 19 S.F.
STORAGE AREA: 156 S.F.
PORCH AREA: 1,141 S.F.
GROSS AREA: 85 %
VIRYL PLANK: 85 %
CARPET: 15 %
CERAMIC TILES: 0 %
NOTES: TYPICAL CEILING HEIGHT TO BE 9'

NOTE: THERE ARE NO WALL OR DOOR CHANGES TO ADA UNITS.
### Building Type I

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>UNITS</th>
<th>STORAGE AREA</th>
<th>PORCH AREA</th>
<th>COMMON AREA</th>
<th>GROSS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>13,776 S.F.</td>
<td>288 S.F.</td>
<td>1,020 S.F.</td>
<td>4,347 S.F.</td>
<td>19,431 S.F.</td>
</tr>
<tr>
<td>2</td>
<td>13,776 S.F.</td>
<td>288 S.F.</td>
<td>1,020 S.F.</td>
<td>3,714 S.F.</td>
<td>18,798 S.F.</td>
</tr>
<tr>
<td>3</td>
<td>13,776 S.F.</td>
<td>288 S.F.</td>
<td>1,020 S.F.</td>
<td>3,714 S.F.</td>
<td>18,798 S.F.</td>
</tr>
<tr>
<td>4</td>
<td>41,328 S.F.</td>
<td>864 S.F.</td>
<td>3,060 S.F.</td>
<td>11,775 S.F.</td>
<td>57,027 S.F.</td>
</tr>
</tbody>
</table>

**LANCASTER SENIOR VILLAGE**

**BUILDING TYPE "I" FLOOR PLANS**

02/28/18

PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION
LANCASTER SENIOR VILLAGE  
BUILDING TYPE "I" ELEVATIONS  
02/28/18  
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION
**GROUND LEVEL FLOOR PLAN**

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>UNITS:</th>
<th>NET AREA:</th>
<th>STORAGE AREA:</th>
<th>PORCH AREA:</th>
<th>COMMON AREA:</th>
<th>GROSS AREA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2,660 S.F.</td>
<td>76 S.F.</td>
<td>624 S.F.</td>
<td>26 S.F.</td>
<td>3,385 S.F.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2,660 S.F.</td>
<td>76 S.F.</td>
<td>624 S.F.</td>
<td>26 S.F.</td>
<td>3,385 S.F.</td>
<td></td>
</tr>
</tbody>
</table>

**BUILDING TYPE III**

**EXTERNAL FINISHES:**

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>APPROX. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>HARDIE SIDING</td>
<td>85 %</td>
</tr>
<tr>
<td>STUCCO</td>
<td>15 %</td>
</tr>
</tbody>
</table>

**LANCASTER SENIOR VILLAGE**

BUILDING TYPE "III" FLOOR PLANS & ELEVATIONS

02/28/18

PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

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LANCASTER SENIOR VILLAGE
CLUBHOUSE FLOOR & ROOF PLAN
02/28/18
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

SCALE: 1/16" = 1 FOOT
(WHEN PRINTED FULL SIZE ON 11x17 PAPER)
### Specifications and Building/Unit Type Configuration

**Specifications and Amenities (check all that apply)**

- Single Family Construction
- SRO Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

**Development will have:**
- Fire Sprinklers: x
- Elevators: 2
- # of Elevators: 3500

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Shed or Flat Roof Carport Spaces: Free
- Detached Garage Spaces: Paid
- Attached Garage Spaces: Free
- Uncovered Spaces: Paid
- Structured Parking Garage Spaces: Free

**Floor Composition/Wall Height:**
- 87% Carpet/Vinyl/Resilient Flooring
- 9% Ceiling Height
- 13% Ceramic Tile
- n/a Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect's plans: 
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 
- The lesser of these two numbers added to NRA: 
- Use this number to figure points under 11.9(e)(2)
- If a revised form is submitted, date of submission:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th># of Bathrooms</th>
<th># of Beds</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>665</td>
<td>36</td>
<td>0</td>
<td>47,880</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>966</td>
<td>18</td>
<td>0</td>
<td>34,776</td>
</tr>
<tr>
<td>C</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>665</td>
<td>0</td>
<td>2</td>
<td>15,960</td>
</tr>
<tr>
<td>D</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>966</td>
<td>0</td>
<td>4</td>
<td>11,592</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>10</td>
<td>12</td>
<td></td>
<td>144</td>
<td>110,208</td>
<td></td>
</tr>
</tbody>
</table>

Net Rentable Square Footage from Rent Schedule: 110,208
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>A</td>
<td>72</td>
<td>5%</td>
<td>3.6</td>
<td>3.6</td>
<td>3</td>
</tr>
<tr>
<td>B</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>144</td>
<td></td>
<td>7.2</td>
<td>7.6</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>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]

[Printed Name]

[Date]

[ Firm Name (If applicable) ]
# 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>144</td>
<td>2%</td>
<td>2.88</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>1.44</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>0.72</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>0.48</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>0.24</td>
<td>1</td>
</tr>
<tr>
<td>144</td>
<td>2%</td>
<td>2.88</td>
<td>4.44</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

---

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>0.72</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>0.08</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></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]

**William L. Brown**

**Printed Name**

**Brownstone Architects & Planners, Inc.**

**Firm Name (If applicable)**

**Date**: 2/28/18
Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>144</td>
<td>2%</td>
<td>2.88</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>1.44</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>144</td>
<td>2%</td>
<td>2.88</td>
<td>4.44</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE: if total is more than what is required, Applicant will select which to include under "Units Proposed"

EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></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] William L. Brown
Printed Name: William L. Brown
Firm Name (If applicable): Brownstone Architects & Planners, Inc.
Date: 5/16/18
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>163</th>
<th>Percentage of Total</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>163</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>163</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.6666666667</td>
<td></td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.2222222222</td>
<td></td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.1111111111</td>
<td></td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>0</td>
<td>0</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>19</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>19</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>19</td>
<td>19</td>
<td>19</td>
</tr>
</tbody>
</table>

4. Please confirm the Accessible Parking Calculation exhibit indication that all 19 accessible parking spaces will be van spaces.
Correct, all 19 accessible parking spaces have an aisle and therefore are van accessible.

Facility 5

<table>
<thead>
<tr>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>16</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed among the parking types provided.

By: [Signature]

Date: 2/28/18

William L. Brown
Printed Name
Brownstone Architects & Planners, Inc.
Firm Name (if applicable)
Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

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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>161</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>161</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>161</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

chart above must be completed first

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>19</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>19</td>
<td>19</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>19</td>
<td>19</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</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>16</td>
<td>16</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: William L. Brown

Printed Name: William L. Brown

Firm Name (if applicable): Carmonite Architects & Planners, Inc.

Date: 5/10/18
## Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

### Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):

### Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>5,990</td>
<td>402</td>
<td>67</td>
<td>335</td>
<td>2,010</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>16,625</td>
<td>670</td>
<td>67</td>
<td>603</td>
<td>15,075</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>37</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>24,605</td>
<td>804</td>
<td>67</td>
<td>737</td>
<td>27,260</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>2,660</td>
<td>795</td>
<td>795</td>
<td>1,130</td>
<td>3,180</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>1,995</td>
<td>402</td>
<td>67</td>
<td>335</td>
<td>1,005</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>5,320</td>
<td>670</td>
<td>663</td>
<td>4,824</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>2,660</td>
<td>804</td>
<td>737</td>
<td>2,948</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>1</td>
<td>1.0</td>
<td>665</td>
<td>5,985</td>
<td>795</td>
<td>795</td>
<td>1,755</td>
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</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
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<td>3</td>
<td>2</td>
<td>2.0</td>
<td>966</td>
<td>2,898</td>
<td>483</td>
<td>86</td>
<td>397</td>
<td>1,191</td>
</tr>
<tr>
<td>TC 50%</td>
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<td></td>
<td>14</td>
<td>2</td>
<td>2.0</td>
<td>966</td>
<td>13,524</td>
<td>966</td>
<td>86</td>
<td>800</td>
<td>12,320</td>
</tr>
<tr>
<td>MR</td>
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<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2.0</td>
<td>966</td>
<td>7,728</td>
<td>925</td>
<td>725</td>
<td>7,400</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>966</td>
<td>1,932</td>
<td>805</td>
<td>805</td>
<td>1,730</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>966</td>
<td>1,932</td>
<td>966</td>
<td>966</td>
<td>1,760</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2.0</td>
<td>966</td>
<td>7,728</td>
<td>925</td>
<td>925</td>
<td>7,400</td>
<td></td>
</tr>
</tbody>
</table>

### Non Rental Income
- $4.10 per unit/month: 
  - app, late, cleaning/damage, reletting: 591
- 1.39 per unit/month: 
  - Cable revenue sharing: 200
- 0.00 per unit/month: 
  - 

**TOTAL NONRENTAL INCOME** = $5.49 per unit/month: 791

### Potential Gross Monthly Income
- = TOTAL NONRENTAL INCOME + $5.49 per unit/month: 103,675
- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (7,776)
- Rental Concessions (enter as a negative number) Enter as a negative value
- = EFFECTIVE GROSS MONTHLY INCOME: 95,899

x 12 = EFFECTIVE GROSS ANNUAL INCOME: 1,150,791

249124.908

If a revised form is submitted, date of submission:

Self Score Total: 115
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
</tr>
<tr>
<td>TC60%</td>
<td>50%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>115</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>29</td>
</tr>
<tr>
<td>MR Total</td>
<td>29</td>
</tr>
<tr>
<td>Total Units</td>
<td>144</td>
</tr>
</tbody>
</table>

### HOUSING TAX CREDITS

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
</tr>
<tr>
<td>TC60%</td>
<td>50%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>115</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>29</td>
</tr>
<tr>
<td>MR Total</td>
<td>29</td>
</tr>
<tr>
<td>Total Units</td>
<td>144</td>
</tr>
</tbody>
</table>

### MORTGAGE REVENUE BOND

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</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>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
</tr>
<tr>
<td>HTF50%</td>
<td>0</td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### DIRECT LOAN

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### OTHER

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
</tr>
</tbody>
</table>

### ACQUISITION + HARD

- Cost Per Sq Ft: $123.13
- Building Cost Per Sq Ft: $79.93
- Cost Per Sq Ft: $123.13

**Note:** 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></td>
<td>$7</td>
<td>$8</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$5</td>
<td>$7</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$18</td>
<td>$24</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$10</td>
<td>$15</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$11</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td>$20</td>
<td>$27</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td>$31</td>
<td>$40</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td>$16</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Houston Housing Authority 12/1/16</td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$-</td>
<td>$67</td>
<td>$86</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

**Other (Describe)**

<table>
<thead>
<tr>
<th>Other (Describe)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: __________________________
### Allowance for Tenant-Furnished Utilities and Other Services

**LOCALITY:**
Houston, TX Metropolitan Area

**UNIT TYPE:**
Apartments (5 or more units per building)

**Effective Date:**
12/1/2016

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0BR</td>
</tr>
<tr>
<td><strong>Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$3</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$6</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$2</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$5</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric - Lighting - Base</strong></td>
<td>$16</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$8</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$5</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>$20</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>$30</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
</tr>
<tr>
<td>Range/Microwave (if tenant supplies)</td>
<td>$12</td>
</tr>
<tr>
<td>Refrigerator (if tenant supplies)</td>
<td>$13</td>
</tr>
<tr>
<td><strong>Other - Monthly Electric Fee</strong></td>
<td>$16</td>
</tr>
<tr>
<td><strong>Other - Monthly Gas Fee</strong></td>
<td>$16</td>
</tr>
</tbody>
</table>

**Actual Family Allowances To be used by the family to compute allowance.**

**Complete Below for the actual unit rented.**

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Per Month Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>-</td>
</tr>
<tr>
<td>Cooking</td>
<td>-</td>
</tr>
<tr>
<td>Other Electric</td>
<td>-</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>-</td>
</tr>
<tr>
<td>Water Heating</td>
<td>-</td>
</tr>
<tr>
<td>Water</td>
<td>-</td>
</tr>
<tr>
<td>Sewer</td>
<td>-</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>-</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td>-</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total** $0

---

Previous editions are obsolete

ref. Handbook 7420.8
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$9,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$4,920</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,200</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$1,740</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$6,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$13,020</td>
</tr>
<tr>
<td>Other</td>
<td>$4,440</td>
</tr>
<tr>
<td>Other</td>
<td>$3,910</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$44,730</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Fee</th>
<th>Percent of Effective Gross Income: 5.00%</th>
<th>Amount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$77,240</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$69,680</td>
</tr>
<tr>
<td>Other</td>
<td>$34,212</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$192,052</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,800</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$3,456</td>
</tr>
<tr>
<td>Grounds</td>
<td>$37,200</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$15,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$37,800</td>
</tr>
<tr>
<td>Pool</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$describe</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$101,256</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$22,800</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$67,760</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$117,840</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Property Insurance: Rate per net rentable square foot</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.39</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Taxes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate: Source:</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$114,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$114,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reserve for Replacements: Annual reserves per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$250</td>
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</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$600</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$4,600</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$600</td>
</tr>
<tr>
<td>Other</td>
<td>$describe</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$5,800</strong></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$4947</td>
</tr>
<tr>
<td><strong>Total Annual Expenses:</strong></td>
<td><strong>$712,418</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET OPERATING INCOME (before debt service)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense to Income Ratio:</td>
<td>61.91%</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME:</strong></td>
<td><strong>$438,373</strong></td>
</tr>
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<table>
<thead>
<tr>
<th>Annual Debt Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regions Bank - Conventional 1st lien</td>
<td>$342,813</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL DEBT SERVICE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio:</td>
<td>1.28</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td><strong>$342,813</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$95,560</td>
</tr>
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</table>

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,234,608</td>
<td>$1,259,300</td>
<td>$1,284,486</td>
<td>$1,310,176</td>
<td>$1,336,379</td>
<td>$1,475,471</td>
<td>$1,629,039</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$9,490</td>
<td>$9,680</td>
<td>$9,873</td>
<td>$10,071</td>
<td>$10,272</td>
<td>$11,341</td>
<td>$12,522</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,244,098</td>
<td>$1,268,980</td>
<td>$1,294,360</td>
<td>$1,320,247</td>
<td>$1,346,652</td>
<td>$1,486,812</td>
<td>$1,641,561</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(93,307)</td>
<td>$(95,173)</td>
<td>$(97,077)</td>
<td>$(99,019)</td>
<td>$(100,999)</td>
<td>$(111,511)</td>
<td>$(123,117)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,150,791</td>
<td>$1,173,806</td>
<td>$1,197,283</td>
<td>$1,221,228</td>
<td>$1,245,653</td>
<td>$1,375,301</td>
<td>$1,518,444</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$44,730</td>
<td>$46,072</td>
<td>$47,454</td>
<td>$48,878</td>
<td>$50,344</td>
<td>$58,363</td>
<td>$67,658</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$57,540</td>
<td>$58,690</td>
<td>$59,864</td>
<td>$61,061</td>
<td>$62,283</td>
<td>$68,765</td>
<td>$75,922</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$192,052</td>
<td>$197,814</td>
<td>$203,748</td>
<td>$209,860</td>
<td>$216,156</td>
<td>$250,584</td>
<td>$290,496</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$101,256</td>
<td>$104,294</td>
<td>$107,422</td>
<td>$110,645</td>
<td>$113,965</td>
<td>$132,116</td>
<td>$153,159</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,800</td>
<td>$23,484</td>
<td>$24,189</td>
<td>$24,914</td>
<td>$25,662</td>
<td>$29,749</td>
<td>$34,487</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$95,040</td>
<td>$97,891</td>
<td>$100,828</td>
<td>$103,853</td>
<td>$106,968</td>
<td>$124,006</td>
<td>$143,757</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$43,200</td>
<td>$44,496</td>
<td>$45,831</td>
<td>$47,206</td>
<td>$48,622</td>
<td>$56,366</td>
<td>$65,344</td>
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<tr>
<td>Property Tax</td>
<td>$114,000</td>
<td>$117,420</td>
<td>$120,943</td>
<td>$124,571</td>
<td>$128,308</td>
<td>$148,744</td>
<td>$172,435</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
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<tr>
<td>Other Expenses</td>
<td>$5,800</td>
<td>$5,974</td>
<td>$6,153</td>
<td>$6,338</td>
<td>$6,528</td>
<td>$7,568</td>
<td>$8,773</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$712,418</td>
<td>$733,215</td>
<td>$754,624</td>
<td>$776,664</td>
<td>$799,354</td>
<td>$923,232</td>
<td>$1,066,484</td>
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</tbody>
</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
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<td>$342,813</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$95,560</td>
<td>$97,779</td>
<td>$99,845</td>
<td>$101,751</td>
<td>$103,486</td>
<td>$109,256</td>
<td>$109,147</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$95,560</td>
<td>$193,339</td>
<td>$293,184</td>
<td>$394,395</td>
<td>$498,421</td>
<td>$1,030,276</td>
<td>$1,576,283</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.29</td>
<td>1.30</td>
<td>1.30</td>
<td>1.32</td>
<td>1.32</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

---

**Signature, Authorized Representative, Construction or Permanent Lender**

David N. Payne  
02/28/18  
Phone: (214) 220-6171  
Email: davidn.payne@regions.com

---

**Signature, Authorized Representative, Syndicator**

David N. Payne  
02/28/18  
Phone: (214) 220-6171  
Email: davidn.payne@regions.com

---

If a revised form is submitted, date of submission:
# Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>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></td>
<td></td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-Site Utilities (Water Only)</td>
<td>$27,071.00</td>
<td></td>
<td>$27,071.00</td>
<td></td>
<td></td>
<td>$27,071</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</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 (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$27,071</td>
</tr>
</tbody>
</table>

*Signature of Registered Engineer responsible for Budget Justification*

*Printed Name*

*Date*

*If a revised form is submitted, date of submission (if applicable)*
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; \textbf{OR}
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

---

<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>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>$21,585.00</td>
<td></td>
<td></td>
<td>$21,585</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>$205,063.00</td>
<td></td>
<td></td>
<td>$205,063</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>$53,964.00</td>
<td></td>
<td></td>
<td>$53,964</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$302,198.00</td>
<td></td>
<td></td>
<td>$302,198</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$43,171.00</td>
<td></td>
<td></td>
<td>$43,171</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$928,180.00</td>
<td></td>
<td></td>
<td>$928,180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
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<td></td>
<td></td>
<td>$582,811</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$10,500.00</td>
<td></td>
<td></td>
<td>$10,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$11,088.00</td>
<td></td>
<td></td>
<td>$11,088</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,158,560</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Joseph T. Reue]

Printed Name: Joseph T. Reue

Date: 2-25-2018

Seal

If a revised form is submitted, date of submission: [__]
# Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

## TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,251,000</td>
<td>0</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>2,500</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,253,500</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Off-Sites</strong></td>
<td></td>
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<tr>
<td>Off-site concrete</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>27,071</td>
<td>27,071</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Off-site paving</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$27,071</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Site Work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Detention</td>
<td>21,585</td>
<td>21,585</td>
</tr>
<tr>
<td>Rough grading</td>
<td>205,063</td>
<td>205,063</td>
</tr>
<tr>
<td>Fine grading</td>
<td>53,964</td>
<td>53,964</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>302,198</td>
<td>302,198</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>43,171</td>
<td>43,171</td>
</tr>
<tr>
<td>On-site paving</td>
<td>928,180</td>
<td>928,180</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>582,811</td>
<td>582,811</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>10,500</td>
<td>10,500</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>11,088</td>
<td>11,088</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$2,158,560</td>
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</tr>
<tr>
<td><strong>Site Amenities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
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<td>0</td>
</tr>
<tr>
<td>Fencing</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Site Furnishings &amp; amenities, park area</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$550,000</td>
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</table>

## Scratch Paper/Notes
## BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,064,543</td>
<td>1,064,543</td>
</tr>
<tr>
<td>Masonry</td>
<td>207,694</td>
<td>207,694</td>
</tr>
<tr>
<td>Metals</td>
<td>235,309</td>
<td>235,309</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,085,724</td>
<td>2,085,724</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>104,253</td>
<td>104,253</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>174,672</td>
<td>174,672</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>391,056</td>
<td>391,056</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,808,419</td>
<td>1,808,419</td>
</tr>
<tr>
<td>Specialties</td>
<td>21,090</td>
<td>21,090</td>
</tr>
<tr>
<td>Equipment</td>
<td>230,289</td>
<td>230,289</td>
</tr>
<tr>
<td>Furnishings</td>
<td>165,982</td>
<td>165,982</td>
</tr>
<tr>
<td>Special Construction</td>
<td>91,137</td>
<td>91,137</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>90,377</td>
<td>90,377</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,208,799</td>
<td>1,208,799</td>
</tr>
<tr>
<td>Electrical</td>
<td>929,845</td>
<td>929,845</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>incl above</td>
<td>incl above</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
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</thead>
<tbody>
<tr>
<td>$8,809,190</td>
<td>$0</td>
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</tbody>
</table>

**Voluntary Eligible Building Costs (After 11.9(e)(2))***

<table>
<thead>
<tr>
<th></th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary Eligible</td>
<td>$77.99 psf</td>
<td>$8,595,000</td>
</tr>
</tbody>
</table>

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th>(including site amenities)</th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>5.20%</td>
<td>$600,000</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.88%</td>
<td>714,214</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.96%</td>
<td>238,071</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.88%</td>
<td>714,214</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,666,498</td>
<td>$0</td>
<td>$1,666,498</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th></th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13,811,319</td>
<td>$0</td>
<td>$13,570,058</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th></th>
<th>Subtotal 1</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$123.13 psf</td>
<td>$13,570,058</td>
<td></td>
</tr>
</tbody>
</table>

---

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost OR the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural - Design fees</td>
<td>155,000</td>
<td>155,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>255,000</td>
<td>255,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>40,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>114,000</td>
<td>114,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Subtotal Soft Cost</td>
<td>936,000</td>
<td>0</td>
</tr>
</tbody>
</table>

**FINANCING:**

<table>
<thead>
<tr>
<th>Financing Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>51,000</td>
<td>51,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>118,415</td>
<td>118,415</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>25,625</td>
<td>25,625</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>24,200</td>
<td>24,200</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bank Fees</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Permanent Loan(s)**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>51,000</td>
<td>0</td>
</tr>
<tr>
<td>2,500</td>
<td>0</td>
</tr>
<tr>
<td>40,000</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>450,000</td>
<td>250,000</td>
</tr>
</tbody>
</table>

**Bridge Loan(s)**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>102,750</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

*Note: Some amounts are included in construction loan totals.*
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$64,250</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>$0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td>$0</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$0</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>$0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>$0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>$0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>$15,375</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

| Amount  | $1,275,615 | $0 | $874,990 |

**DEVELOPER FEES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$0</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>$0</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>$2,302,657</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 14.77% $2,302,657 $0 $2,302,657 15.00%

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>$90,000</td>
</tr>
<tr>
<td>Operating</td>
<td>$527,615</td>
</tr>
<tr>
<td>Replacement</td>
<td>$0</td>
</tr>
<tr>
<td>Escrows</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

| Amount  | $617,615 | $0 | $0 |

**TOTAL HOUSING DEVELOPMENT COSTS**

| Amount  | $20,196,707 | $0 | $17,653,706 |

---

*The following calculations are for HTC Applications only.*

### Deduct From Basis

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants used to finance costs</td>
<td>$0</td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td>$0</td>
</tr>
<tr>
<td>Non-qualified portion of higher quality</td>
<td>$0</td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Eligible Basis**

| Amount  | $0 | $17,653,706 |

**High Cost Area Adjustment (100% or 130%)** 130%

**Total Adjusted Basis**

| Amount  | $0 | $22,949,817 |

### Applicable Fraction

| Amount  | 78.131% |

**Total Qualified Basis**

| Amount  | $17,931,002 | $0 | $17,931,002 |

### Credits Supported by Eligible Basis

| Amount  | $1,613,790 | $0 | $1,613,790 |

*(May be greater than actual request)*

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.*

### Requested Score for 11.9(e)(2)

| 12 |

---

**Name of contact for Cost Estimate:** Leslie Holleman

**Phone Number for Contact:** 325-784-9797

**If a revised form is submitted, date of submission:**
## Financing Narrative and Summary of Sources and Uses

Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

### Financing Participants

<table>
<thead>
<tr>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>Regions Bank Conventional Loan</td>
<td>$5,100,000</td>
<td>5.25%</td>
<td>1st</td>
</tr>
<tr>
<td>Regions Bank Conventional Loan</td>
<td>$10,275,000</td>
<td>5.25%</td>
<td>1st</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regions Bank HTC</td>
<td>$1,500,000</td>
<td></td>
<td>$2,137,286</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Houston In-Kind Contribution</td>
<td>$500</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brownstone Affordable Hsg Deferred Dev Fee</td>
<td>$1,902,657</td>
<td></td>
<td>$847,632</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td>$19,415,444</td>
<td></td>
<td>$20,196,707</td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td>$20,196,707</td>
<td></td>
<td>$20,196,707</td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The Owner has engaged Architect and Engineer, who have commenced work on full plans and specifications necessary to obtain building permits and close the transaction by Oct 31. In March 2018 Regions Bank will commence with Due Diligence in the form of appraisals, plan & cost review and legal due diligence as well. All material debt and equity will be provided by Regions Bank. The Owner has a previous relationship with Regions Bank and has closed several HTC transactions over the past five years. Both Owner and Regions Bank are confident that this relationship will enable the partnership to meet the Oct 31st deadline as many of the legal documents have been previously negotiated.

Describe the replacement reserves:

Replacement reserves will be funded at the level of $300 per unit commencing the earlier to occur of 12 months past the completion date or the permanent mortgage closing. Replacement reserves will be escrowed by the Lender and released upon their approval in connection with the applicable agreement.

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 additional subsidies or project based rental assistance associated with this application. Rents for income-restricted units will not exceed the published limits for the set-asides committed herein less the current TDHCA approved HUD model utility allowance. There are not any non-traditional financing arrangements associated with the application. As stated above and in the readiness to proceed, all due diligence has commenced to enable the project to close its debt & equity by 10/31/18 and commence construction.

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: [Signature] | Authorized Representative, Construction or Permanent Lender
Printed Name: David N. Payne | Date: 02/28/18
Telephone: (214) 220-6171
Email address: davidn.payne@regions.com

If a revised form is submitted, date of submission: [Date]
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 of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The Owner has engaged Architect and Engineer, who have commenced work on full plans and specifications necessary to obtain building permits and close the transaction by Oct 31. In March 2018 Regions Bank will commence with Due Diligence in the form of appraisals, plan & cost review and legal due diligence as well. All material debt and equity will be provided by Regions Bank. The Owner has a previous relationship with Regions Bank and has closed several HTC transactions over the past five years. Both Owner and Regions Bank are confident that this relationship will enable the partnership to meet the Oct 31st deadline as many of the legal documents have been previously negotiated.

Describe the replacement reserves:

Replacement reserves will be funded at the level of $250 per unit commencing the earlier to occur of 12 months past the completion date or the permanent mortgage closing. Replacement reserves will be escrowed by the Lender and released upon their approval in connection with the applicable agreement.

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 additional subsidies or project based rental assistance associated with this application. Rents for income-restricted units will not exceed the published limits for the set-asides committed herein less the current TDHCA approved HUD model utility allowance. There are not any non-traditional financing arrangements associated with the application. As stated above and in the readiness to proceed, all due diligence has commenced to enable the project to close its debt & equity by 10/31/18 and commence construction.

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

Telephone: __________________________

Email address: _______________________

Printed Name

Date

If a revised form is submitted, date of submission: 4/30/2018
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The Owner has engaged Architect and Engineer, who have commenced work on full plans and specifications necessary to obtain building permits and close the transaction by Oct 31. In March 2018 Regions Bank will commence with Due Diligence in the form of appraisals, plan & cost review and legal due diligence as well. All material debt and equity will be provided by Regions Bank. The Owner has a previous relationship with Regions Bank and has closed several HTC transactions over the past five years. Both Owner and Regions Bank are confident that this relationship will enable the partnership to meet the Oct 31st deadline as many of the legal documents have been previously negotiated.

Describe the replacement reserves:

Replacement reserves will be funded at the level of $250 per unit commencing the earlier to occur of 12 months past the completion date or the permanent mortgage closing. Replacement reserves will be escrowed by the Lender and released upon their approval in connection with the applicable agreement.

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 additional subsidies or project based rental assistance associated with this application. Rents for income-restricted units will not exceed the published limits for the set-asides committed herein less the current TDHCA approved HUD model utility allowance. There are not any non-traditional financing arrangements associated with the application. As stated above and in the readiness to proceed, all due diligence has commenced to enable the project to close its debt & equity by 10/31/18 and commence construction.

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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>David N. Payne</td>
<td>05/03/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Email address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(214) 220-6171</td>
<td><a href="mailto:davidn.payne@regions.com">davidn.payne@regions.com</a></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 05/03/18
**Finance Scoring (for Competitive HTC Applications ONLY)**

<table>
<thead>
<tr>
<th>Section</th>
<th>Points Claimed</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Houston</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2. Financial Feasibility (§11.9(e)(1))</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>8.33%</td>
<td></td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>7.43%</td>
<td></td>
</tr>
<tr>
<td>Eligibility for points:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td><strong>115</strong></td>
<td></td>
</tr>
</tbody>
</table>
Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- [n/a] Evidence of any Gap Financing, terms included
- [n/a] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [n/a] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- [n/a] Evidence of Rental Assistance/Subsidy
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>Year</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>$1,234,608</td>
<td>$1,259,300</td>
<td>$1,284,486</td>
<td>$1,310,176</td>
<td>$1,336,379</td>
<td>$1,475,471</td>
<td>$1,629,039</td>
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<tr>
<td>Secondary Income</td>
<td>$9,490</td>
<td>$9,680</td>
<td>$9,873</td>
<td>$10,071</td>
<td>$10,272</td>
<td>$11,341</td>
<td>$12,522</td>
</tr>
<tr>
<td>POTENTIAL GROSS INCOME</td>
<td>$1,244,098</td>
<td>$1,268,980</td>
<td>$1,294,360</td>
<td>$1,320,247</td>
<td>$1,346,652</td>
<td>$1,486,812</td>
<td>$1,641,561</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($93,307)</td>
<td>($95,173)</td>
<td>($97,077)</td>
<td>($99,019)</td>
<td>($100,999)</td>
<td>($111,511)</td>
<td>($123,117)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,150,791</td>
<td>$1,173,806</td>
<td>$1,197,283</td>
<td>$1,221,228</td>
<td>$1,245,653</td>
<td>$1,375,301</td>
<td>$1,518,444</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Description</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>$44,730</td>
<td>$46,072</td>
<td>$47,454</td>
<td>$48,878</td>
<td>$50,344</td>
<td>$58,363</td>
<td>$67,658</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$57,540</td>
<td>$58,690</td>
<td>$59,864</td>
<td>$61,061</td>
<td>$62,283</td>
<td>$68,765</td>
<td>$75,922</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$192,052</td>
<td>$197,814</td>
<td>$203,748</td>
<td>$209,860</td>
<td>$216,156</td>
<td>$250,584</td>
<td>$290,496</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$101,256</td>
<td>$104,294</td>
<td>$107,422</td>
<td>$110,645</td>
<td>$113,965</td>
<td>$132,116</td>
<td>$153,159</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,800</td>
<td>$23,484</td>
<td>$24,189</td>
<td>$24,914</td>
<td>$25,662</td>
<td>$29,749</td>
<td>$34,487</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$95,040</td>
<td>$97,891</td>
<td>$100,828</td>
<td>$103,853</td>
<td>$106,968</td>
<td>$124,006</td>
<td>$143,757</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$43,200</td>
<td>$44,496</td>
<td>$45,831</td>
<td>$47,206</td>
<td>$48,622</td>
<td>$56,366</td>
<td>$65,344</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$114,000</td>
<td>$117,420</td>
<td>$120,943</td>
<td>$124,571</td>
<td>$128,308</td>
<td>$148,744</td>
<td>$172,435</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,800</td>
<td>$5,974</td>
<td>$6,153</td>
<td>$6,338</td>
<td>$6,528</td>
<td>$7,568</td>
<td>$8,773</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$712,418</td>
<td>$733,215</td>
<td>$754,624</td>
<td>$776,664</td>
<td>$799,354</td>
<td>$923,232</td>
<td>$1,066,484</td>
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</tbody>
</table>

### NET OPERATING INCOME

<table>
<thead>
<tr>
<th>Description</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>NET OPERATING INCOME</td>
<td>$438,373</td>
<td>$440,592</td>
<td>$442,658</td>
<td>$444,564</td>
<td>$446,299</td>
<td>$452,069</td>
<td>$451,960</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
<td>$342,813</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th>Description</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>ANNUAL NET CASH FLOW</td>
<td>$95,560</td>
<td>$97,779</td>
<td>$99,845</td>
<td>$101,751</td>
<td>$103,486</td>
<td>$109,256</td>
<td>$109,147</td>
</tr>
</tbody>
</table>

### CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
<th>Description</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>CUMULATIVE NET CASH FLOW</td>
<td>$95,560</td>
<td>$193,339</td>
<td>$293,184</td>
<td>$394,355</td>
<td>$498,421</td>
<td>$1,030,276</td>
<td>$1,576,283</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Description</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>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.29</td>
<td>1.30</td>
<td>1.30</td>
<td>1.32</td>
<td>1.32</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

David N. Payne

Printed Name: David N. Payne

Phone: (214) 220-6171

Email: davidn.payne@regions.com

Date: 02/28/18

Signature, Authorized Representative, Syndicator

Date: 02/28/18

If a revised form is submitted, date of submission:
February 28, 2018

Doak Brown  
BAH Lancaster Senior Village, Ltd.  
6517 Mapleridge  
Houston, Texas  77081

RE:  Potential Construction and Bridge Loan and Permanent Loan for Lancaster Senior Village Apartments, a 144-unit Affordable Housing property to be located in Houston, Harris County, Texas

Dear Mr. Brown:

This letter sets forth the business terms under which Regions Bank (the “Bank”) is considering making available a construction loan (the “Construction Mortgage Loan”), a bridge loan (the “Bridge Loan”) and a permanent loan to be provided by the Capital Markets department of the Bank (the “Permanent Mortgage Loan”) on the terms and conditions specified in this letter to BAH Lancaster Senior Village, Ltd., a Texas limited partnership (the “Company”), the general partner of which is BAH Lancaster Senior Village GP, LLC, a Texas limited liability company, that has been organized to develop, construct and operate a 144-unit apartment complex in Houston, Harris County, Texas, to be known as Lancaster Senior Village Apartments (the “Project”).

CONSTRUCTION MORTGAGE LOAN AMOUNT: $5,100,000

PERMANENT LOAN AMOUNT: $5,100,000

BRIDGE LOAN AMOUNT: $10,275,000

INTEREST RATE: With respect to the Construction Mortgage Loan, a variable interest rate equal to three (3.00%) above the 30-day LIBOR rate (with an underwriting rate of five and one-quarter of one percent (5.25%)). With respect to the Bridge Loan, a variable interest rate equal to three (3.00%) above the 30-day LIBOR rate (with an underwriting rate of five and one-quarter of one percent (5.25%). Upon closing of the Permanent Mortgage Loan, the interest rate will be a fixed interest rate of five and eighty-five hundredths percent (5.85%) per annum subject to rates in effect at the time of the closing. If the Permanent Mortgage Loan is pre-paid, it will be subject to a prepayment penalty.

LOAN TERM: With respect to the Construction Mortgage Loan, up to twenty-four (24) months from the closing. With respect to the Bridge Loan, up to eighteen (18) months from the closing. With respect to the Permanent Mortgage Loan, up to fifteen (15) years with a thirty-five (35) year amortization.

ORIGINATION FEES: One percent (1.00%) of the Construction Mortgage Loan Amount, or $51,000 for the Construction Mortgage Loan payable at closing of the Construction Mortgage Loan. One percent (1.00%) of the Bridge Loan Amount, or $102,750 for the Bridge Loan payable at the closing of the Bridge Loan. One percent (1.00%) of the Permanent Mortgage Loan Amount, or $51,000 for the Permanent Mortgage Loan payable at closing of the Permanent Mortgage Loan. Such fees shall be fully earned and non-refundable when paid.

COMPUTATION OF INTEREST: Interest shall be computed on the basis of a 360 day year for the actual number of days elapsed.

INTEREST PAYMENTS: Payment of accrued interest on the Construction Mortgage Loan, the Bridge Loan, and the Permanent Mortgage Loan will be required monthly.

PRINCIPAL PAYMENTS: The principal of the Construction Mortgage Loan shall be payable in full on or before the maturity date of the Construction Mortgage Loan, which will be for a period not to exceed twenty-four (24) months from the closing date. The principal of the Bridge Loan shall be payable in full on or before
the maturity date of the Bridge Loan, which will be for a period not to exceed eighteen (18) months from the
closing date. The principal of the Permanent Mortgage Loan will be amortized over thirty-five (35) years with
the entire principal balance being due and payable fifteen (15) years after the closing date of the Permanent
Mortgage Loan.

PREPAYMENT: The Construction Mortgage Loan and the Bridge Loan may be prepaid at any time in an
amount equal to the entire principal balance, plus any accrued interest and fees, without premium or penalty.
The Permanent Mortgage Loan will be subject to a prepayment penalty.

GUARANTEES: Doak D. Brown, Jed A. Brown, Wil C. Brown, and Brownstone Affordable Housing, Ltd.
(collectively, the “Credit Guarantors”) will provide joint and several completion and repayment guaranties (the
“Credit Guaranty Agreement”). Brownstone Construction, Ltd. will execute a Credit Guaranty Agreement only
with respect of completion of construction. The Bank’s obligations hereunder are conditioned on there being no
material adverse change in the financial condition of any Credit Guarantor.

USE OF PROCEEDS: All proceeds of the Construction Mortgage Loan and the Bridge Loan will be used in
the development of the Project on a site in Houston, Harris County, Texas (the “Land”) for the Project.

READINESS: It is our understanding that the development is applying for points in the 2018 Texas Qualified
Allocation Plan for “readiness to proceed in disaster impacted counties” and that the deadline to close all
financing for the subject transaction and provide evidence of an executed construction contract without penalty
is October 31, 2018.

Assessment of Feasibility: I have received and reviewed the 15 year pro forma for Lancaster Senior Village
Apartments located in Houston, TX. The attached pro forma, which has been prepared and executed by an
authorized representative of Regions Bank projects total operating expenses, net operating income, and debt
service for the first year of stabilized operation based on preliminary information provided by the borrower. The
attached pro forma indicates that the development would maintain no less than a 1.15x debt service coverage
ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to
be feasible for fifteen years, are made based on the preliminary information provided by the borrower to this
point, and are subject to Regions due diligence review.

Credit Worthiness: Additionally, Regions Bank has performed a preliminary review of the credit worthiness
of BAH Lancaster Senior Village, Ltd., BAH Lancaster Senior Village GP, LLC, Doak D. Brown, Jed A. Brown,
Wil C. Brown, and Brownstone Affordable Housing, Ltd. At this time, Regions Bank has reviewed the
development and principals and has no reservations with the development or any of the principals of the
borrower.

CONSTRUCTION CONSULTANT: The Bank shall commission, at the expense of the Company, a
preliminary review of the Project and all related contracts and plans and specifications by the Bank’s construction
consultant (the “Construction Consultant”) to confirm, in an upfront cost and plan review, that the Company’s
budget is sufficient to complete the Project. The Bank shall, at the expense of the Company, have the Project
inspected by the Construction Consultant from time-to-time during construction, at such intervals as may be
acceptable to the Bank. All requests for advances of Construction Mortgage Loan and Bridge Loan proceeds
will be reviewed and approved by the Construction Consultant.

AVAILABILITY OF PROCEEDS: Except for the initial draw of Construction Mortgage Loan and Bridge
Loan proceeds, advances of Construction Mortgage Loan and the Bridge Loan proceeds shall be made at the
written request of the Company, but only on the certificate of, and after inspection of the Project by, the
supervising architect and the Construction Consultant, which certificates shall be attached as the estimate of the
Construction Consultant of the items to be paid out of proceeds of each advance.
SECURITY: In addition to the guarantees of the Credit Guarantors, the Construction Mortgage Loan and the Bridge Loan shall be secured by the following:

(a) A first priority deed of trust, security agreement and fixture filing (the “Mortgage”) on the Land and the improvements to be constructed thereon (the “Mortgaged Property”), the legal description of which shall be provided by the Company as soon as possible.

(b) A first priority security interest and lien on all equipment, furniture, fixtures and other personal property located on the Land, used or intended to be used in connection with, in the Project, or any part thereof.

(c) A first priority assignment of the construction contract, architect contract and plans and specifications for the Project, property management agreement, development agreement and any other loan commitments along with the rights of the Company under all other contracts relating to the construction, ownership, use, management or operation of the Project.

(d) A first priority assignment of rents and leases.

(e) An environmental indemnity agreement entered into by the Company and the Credit Guarantors.

(f) A first priority assignment of general partnership interest.

(g) A first priority assignment of the capital contribution to be made by the limited partner.

REQUIREMENTS RELATED TO SECURITY AND COLLATERAL:

1. The Company agrees to furnish to the Bank, at the Company’s expense, an ALTA 2006 title insurance policy in the principal amount of the Construction Mortgage Loan and Bridge Loan, along with such endorsements as shall be required by the Bank, issued by a title insurance company acceptable to the Bank, insuring that the Mortgage is a valid first priority lien on the Mortgaged Property, subject only to (i) current year ad valorem taxes and (ii) such exceptions as shall be acceptable to the Bank. The title policy shall be updated with each request for an advance with respect to the Construction Mortgage Loan and Bridge Loan. On the Permanent Mortgage Loan Closing Date, a new title policy must be provided, along with all required endorsements.

2. Prior to the closing, the Bank shall be furnished an ALTA survey of the Mortgaged Property, certified by a registered surveyor to the Bank and to the title insurance company, showing (i) the location of all present improvements, (ii) boundaries, (iii) means of public ingress and egress, (iv) building set-back lines, (v) rights-of-way, (vi) easements, (vii) encroachments and (viii) such other matters as shall be required by the Bank. The matters set forth on the survey must be satisfactory to the Bank. The survey must contain the Bank’s required form of certification and be in form and substance satisfactory to the Bank. The Company shall provide foundation surveys as construction progresses and an ALTA “as-built” survey upon stabilization.

3. The Company shall provide (i) builders risk/extended multi-peril on, and with respect to, the Mortgaged Property, (ii) general liability insurance for the Company, contractor and property manager and professional liability insurance for the architect and environmental consultant and (iii) workmen’s compensation insurance for the contractor and property manager, underwritten by companies approved by the Bank, in form and substance and containing such coverage as shall be required by the Bank. The builder’s risk/extended multi-peril policies shall cover all risks, pursuant to 100% non-reporting policies in form and substance acceptable to the Bank and shall provide thirty (30) days written notice of cancellation to the Bank. The Bank shall be named as Mortgagee and “Lender’s Loss Payee” in all builders’ risk/multi-peril hazard insurance policies. The Bank will order a flood certificate at the Company’s cost. Flood insurance will be required if it is determined that any
improvements constituting part of the Project lie within a designated flood hazard area. Property coverage equal to the replacement value of the Project and such other coverages as the lender of the Permanent Mortgage Loan may require shall be provided. If the project is determined to be located in a designated flood zone, additional private flood insurance in excess of the National Flood Insurance Program may be required.

4. Prior to the closing, the Bank shall receive, and approve, (i) a Phase I Environmental Report and (ii) soil or geotechnical report, in form and content satisfactory to the Bank. Additionally, as part of the Phase I Environmental Report, or in a separate report, the Bank shall receive a report, which shall certify the results related to toxic and other hazardous substances on the Mortgaged Property. Any Phase I Environmental Reports and soil or geotechnical report must be acceptable to the Bank. A review of the Phase I Environmental Report is required and review fee will be paid by the Company.

5. The Bank’s letter of intent is subject to the Bank’s receipt, and approval, of (i) the developer, contractor, architect and property manager selected by the Company, (ii) the executed development, construction, architectural and property management contracts, (iii) assignments thereof, (iv) lien waivers of the contractor and architect and a subordination from the property manager and developer, (v) building permits and such other permits as may be required for the development of the Project by the applicable governmental authorities and (vi) the final plans and specifications approved by the Bank and the Construction Consultant. Any changes in the construction, architect, property manager or developer contracts and plans and specifications shall be subject to the Bank’s prior approval.

6. During the term of the Construction Mortgage Loan and the Bridge Loan or the Permanent Mortgage Loan, the Company will not further encumber or convey the Mortgaged Property in any manner, without the prior written approval of the Bank.

7. The Bank’s letter of intent is subject to receipt, review and approval by the Bank of a current appraisal and market study (including information on capture rate, absorption rate and demand rate) of the Project addressed to the Bank or Texas Department of Housing and Community Affairs (the “Texas Housing Tax Credit Agency”) and prepared (within the last six months) by an independent appraiser/market study professional approved by the Bank or the Texas Housing Tax Credit Agency. Such appraisal and market study shall be in form and content satisfactory to the Bank. The Permanent Mortgage Loan cannot exceed 80.00% of the appraised value of the Project, without considering the value of the federal low-income tax credits (“Federal Housing Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). An appraisal review fee shall be paid by the Company to the Bank.

8. The Bank’s letter of intent is contingent upon receipt of a copy of the Texas Housing Tax Credit Agency’s reservation letter (the “Housing Tax Credit Reservation Letter”) reflecting total Federal Housing Tax Credits available to the Company in a minimum amount of $1,500,000 per annum. The terms, conditions and contents of the Housing Tax Credit Reservation Letter shall be acceptable to the Bank in its sole discretion. The Company shall provide to the Bank and its legal counsel copies of the Housing Tax Credit application, Housing Tax Credit Reservation Letter, carryover allocation agreement and all related documents. Additionally, the Company shall provide copies of such other documents as may be requested by the Bank or its legal counsel, including, but not limited to those set forth on a closing or due diligence checklist provided by the Bank’s legal counsel.

9. The Bank’s letter of intent is subject to the Company obtaining, and accepting, a commitment from Regions Bank for the investment in the limited partnership interest in the Company entitled to an allocation of Federal Housing Tax Credits such that the combination of the Permanent Mortgage Loan, other financing sources and the equity will allow for a viable project. All equity proceeds shall be used for the Project and related expenses in accordance with the development budget.

10. The Company shall provide an opinion of its counsel, covering such matters as shall be required, to the Bank.
11. Construction must commence within thirty (30) days from the date of the closing of the Construction Mortgage Loan and the Bridge Loan. Construction must be pursued with reasonable diligence and shall be completed within fifteen (15) months from such closing. Time is of the essence.

12. The budget for the Project must include a reserve for operating deficits in the amount required by the limited partners of the Company.

13. No later than twenty-four (24) months from closing of the Construction Mortgage Loan and the Bridge Loan, the Company must have achieved a Debt Service Coverage Ratio of 1.20:1 based on the previous three (3) months operations. The Debt Service Coverage Ratio is defined as the ratio of Net Operating Income to Debt Service. Net Operating Income shall be defined as the Effective Gross Income of the Project less Operating Expenses and shall include the Replacement Reserve Amount and the greater of (i) the actual vacancy rate or (ii) seven percent (7.00%) and a deduction for the greater of (i) proforma operating expenses or (ii) actual Operating Expenses. Effective Gross Income shall mean the gross receipts of the Company. Operating Expenses shall include a minimum property management fee of five percent (5.00%) of Effective Gross Income. Debt Service will be determined using a thirty-five (35) year amortization of principal at an interest rate of five and eighty-five hundredths percent (5.85%) per annum, the actual financing costs of the Permanent Mortgage Loan, including the swap rate (if any) and all other costs. It will be assumed that the Permanent Mortgage Loan has closed.

14. The Company must maintain a ratio of the remaining principal amount of the Construction Mortgage Loan to Value of no more than eighty percent (80%) during the term of the Construction Mortgage Loan. Value shall mean the fair market value of the Project without considering the value of the Federal Housing Tax Credits as determined by an appraiser selected by the Bank, which appraisal shall be subject to the review and approval of the Bank. The Bank shall have the right to order a new appraisal at any time during the term of the Construction Mortgage Loan and the Bridge Loan, and the Company will agree to pay for one additional appraisal during the term. In the event that the ratio of the remaining principal amount of the Construction Mortgage Loan to Value ever exceeds eighty percent (80%), the Company shall immediately deposit with the Bank, as additional collateral, an amount which will bring the remaining principal amount of the Construction Mortgage Loan into compliance with this covenant. The loan to value for the Permanent Mortgage Loan shall be ninety percent (90%).

DOCUMENTATION OF THE LOAN: The Bank shall be furnished with such loan and security instruments, as the Bank shall deem necessary for its protection under this letter of intent including representations and warranties and covenants (affirmative and negative) customary for transactions of this type. All documentation shall be satisfactory to the Bank and its legal counsel, Liles & Rushin, LLC. Without limiting the generality of the foregoing, the Bank and the Company will enter into a Credit Agreement that will provide for financial reporting and tax returns for the Company and each Credit Guarantor will execute and deliver to the Bank the Credit Guaranty Agreement that will provide for financial reporting and tax returns as required by the Bank.

INFORMATION: The Bank has issued this letter of intent based upon the information supplied by the Company. The Bank has the right to cancel this letter of intent, whereupon the Bank shall have no obligations hereunder, in the event of: (i) a material adverse change in the financial condition, operations, management, prospects or ownership of (A) the Company, (B) the General Partner or (C) any Credit Guarantor; (ii) a material adverse change in the accuracy of the information, representations, exhibits or other materials submitted by the Company in connection with its request for financing; or (iii) (A) loss of, (B) damage to, (C) a taking of, (D) or the presence of any hazardous substances at, or on, the Mortgaged Property. The requirements of this letter of intent include, but are not limited to: (i) receipt of satisfactory financial statements of (A) the General Partner, (B) the Company and (C) the Credit Guarantors (not more than six months old); (ii) receipt of a satisfactory third party market study setting forth (A) capture rate, (B) absorption rate and (C) demand analysis consistent with the Bank’s underwriting standards; (iii) satisfactory site inspection by the Bank and the Construction Consultant; and (iv) satisfactory review of the background and credit worthiness of (A) the General Partner and (B) the Credit Guarantors.
EXPENSES: By the Company’s acceptance of this letter of intent, the Company and each Credit Guarantor, unconditionally agrees to pay all expenses incurred by the Bank in connection with the underwriting, closing, servicing or collection of the Construction Mortgage Loan, Bridge Loan and Permanent Mortgage Loan including, but not limited to, legal fees of the Bank’s legal counsel, loan origination fees, appraisal fees, insurance premiums, survey costs, title insurance premiums, other insurance premiums, intangible taxes, other taxes, mortgage taxes, transfer taxes, recording costs and all license and permit fees, whether or not any of such loans actually close.

CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN, ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION, INCLUDING, BUT NOT LIMITED TO, RESERVE REQUIREMENTS. THIS LETTER OF INTENT IS SUBJECT TO THE CUSTOMARY DUE DILIGENCE PROCESS OF THE BANK AND ITS LEGAL COUNSEL. THE BANK RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE BANK REQUIRE. THE BANK RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING OR DUE DILIGENCE CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE DUE DILIGENCE REVIEW PROCESS OR AT THE REQUEST OF, OR RECOMMENDATION OF, THE BANK’S COUNSEL, LILES & RUSHIN, LLC.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER, ON BEHALF OF THE COMPANY, AND THE CREDIT GUARANTORS BY MARCH 1, 2018. IF THIS LETTER OF INTENT IS ACCEPTED BY MARCH 1, 2018, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT.

Best Regards,

David N. Payne
Senior Vice President
Regions Bank
Accepted by: BAH Lancaster Senior Village, Ltd., a Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, a Texas limited liability company
Its: General Partner

By: [Signature]
Name: Doak D. Brown
Its: Manager
Date: 2/28/2018

CREDIT GUARANTORS:

[Signature]
Doak D. Brown
Date: 2/28/2018

[Signature]
Jed A. Brown
Date: 2/28/2018

[Signature]
Wil C. Brown
Date: 2/28/2018

Brownstone Affordable Housing, Ltd.

By: [Signature]
Name: Doak D. Brown
Its: Vice President
Date: 2/28/2018

Brownstone Construction, Ltd., a Texas limited partnership (Guaranty of Completion only)

By: [Signature]
Name: Doak Brown
Its: Vice President
Date: 2/28/2018

Signature page for Loan Letter of Intent for BAH Lancaster Senior Village Apartments, Ltd.
Regions Bank  
1180 West Peachtree St NW  
Atlanta, GA 30309

February 28, 2018

BAH Lancaster Senior Village, Ltd.  
6517 Mapleridge  
Houston, TX 77081

Re: Lancaster Senior Village  
144 units  
Houston, Harris County, Texas

Dear BAH Lancaster Senior Village, Ltd.:

The undersigned has made application to Regions Bank for a loan to develop the captioned proposed rental apartment project, which would be inclusive of the construction stage for such project, and the permanent financing aspect on a long-term, amortizing basis based upon the following terms and conditions.

1. Lender: Regions Bank  
2. Proposed Borrower: BAH Lancaster Senior Village, Ltd.  
3. Loan Type: Fannie Mae Unfunded Forward Commitment  
4. Property: Lancaster Senior Village  
   Houston, TX  
5. Forward Period: 24 months  
6. Loan Term: 15 years  
7. Amortization: 35 years  
8. Loan Amount: $5,100,000 (Permanent Loan)  
9. Anticipated Interest Rate: Note Rate 5.85%  
   Final Note Rate to be determined based on market conditions of Fannie Mae MBS at the time of rate lock.  
10. DSCR: Minimum of 1.15x on all non-cash flow loans  
11. Max LTV: 90%
12. Reserves Required include:
   a. On-going annual: $36,000 ($250/unit minimum)

13. Initial 1-15 year DSCR: Project maintains a minimum 1.15x DSCR throughout years 1-15 shown on the attached pro forma estimates

14. Assessment of Feasibility:
   I have received and reviewed the 15 year pro forma for Lancaster Senior Village located in Houston, TX. The attached pro forma, which has been prepared and executed by an authorized representative of Regions Bank projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower.

   The attached pro forma indicates that the development would maintain no less than a 1.15x debt service coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based on the preliminary information provided by the borrower to this point, and are subject to Regions due diligence review.

15. Credit Worthiness: Additionally, Regions Bank has performed a preliminary review of the credit worthiness of BAH Lancaster Senior Village, Ltd., BAH Lancaster Senior Village GP, LLC, Brownstone Affordable Housing, Ltd., Doak D. Brown, Wil C. Brown, and Jed A. Brown. At this time, Regions Bank has reviewed the development and principals and has no reservations with the development or any of the principals of the borrower.

Since the final loan amount and borrower approval is to be determined by Fannie Mae as the maximum principal amount Fannie Mae will guaranty, the foregoing indications of loan amount and borrower approval are subject to change.

Although this document is subject to final underwriting of Regions Bank and Fannie Mae, third party report verification of underwriting as well as receipt of an award of tax credits, it does represent the understanding of the parties as to the contemplated loan, and it is on the basis of this Term Letter as Proposed Lender, will proceed toward applying for a Fannie Mae commitment.

Unless otherwise agreed, there will be no personal liability for defaults in payment of interest and/or principal on the Loan.

APPROVED AND ACCEPTED THIS 28th DAY OF February, 2018.

REGIONS BANK
Printed Name: Graham Dozier
Title: Vice President

BAH Lancaster Senior Village, Ltd.
Signature: 
Print Name: Doak Brown
Title: Manager of GP
Date: 2/28/18
February 28, 2018

Doak Brown
BAH Lancaster Senior Village, Ltd.
6517 Mapleridge
Houston, Texas 77081

RE: Potential Equity Investment for Lancaster Senior Village Apartments, a 144-unit Affordable Housing property to be located in Houston, Harris County, Texas

Dear Mr. Brown:

This letter sets forth the business terms under which Regions Bank, an Alabama banking corporation or its assignee (the “Investment Limited Partner”) and RB Affordable Housing, Inc., an Alabama corporation or its assignee (the “Special Limited Partner”) is considering acquiring a limited partnership interest in BAH Lancaster Senior Village, Ltd., a Texas limited partnership (the “Partnership”). BAH Lancaster Senior Village GP, LLC, a Texas limited liability company, will serve as the general partner of the Partnership. The Partnership owns, or expects to own, certain property upon which will be located, a 144-unit apartment complex in Houston, Harris County, Texas named Lancaster Senior Village Apartments (the “Project”). The Partnership will apply for a reservation of $1,500,000 in low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 (the “Federal Housing Tax Credits”) from the Texas Department of Housing and Community Affairs (the “Texas Housing Tax Credit Agency”).

The business terms are based on information you have supplied to us and are subject to additional validation and verification. This letter is not, and should not be, construed as a binding commitment upon the Investment Limited Partner and the Special Limited Partner and the Investment Limited Partner and the Special Limited Partner reserve the right to amend or withdraw this letter at any time. This letter supersedes any prior understanding or agreement, or perceived prior understanding or agreement, with respect to the matters described herein.

**Investment Limited Partner Capital Contribution** – The Investment Limited Partner will contribute to the capital of the Partnership an amount which is estimated to be approximately $14,248,575 (calculated as follows: $1,500,000 x 10 x 99.99% x 95.00% = $14,248,575), in the manner as provided below. Of the amount set forth in the preceding sentence $100 will be allocated to the Special Limited Partner. The Investment Limited Partner and the Partnership shall agree on a construction schedule prior to closing the partnership investment. The admission of the Investment Limited Partner and the terms of its capital contribution shall be evidenced by an Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) to be drafted by counsel to the Investment Limited Partner. The Investment Limited Partner and the Special Limited Partner will have the option to sell a participation of the limited partnership interest of the Investment Limited Partner and the Special Limited Partner to a third party investor.

**Capital Contribution Schedule of the Investment Limited Partner** – Subject to revision after CPA and other due diligence review by the Investment Limited Partner and its counsel of the proposed investment, the following sets forth the anticipated pay-in of the Capital Contribution of the Investment Limited Partner:

A. Subject to the provisions of the last paragraph of this Section, $2,137,286 or 15.00% of the capital contribution (the “First Installment”) upon the latest of:
(i) fully executed Partnership Agreement and Equity Indemnity and Guaranty Agreement;

(ii) the property and partnership due diligence documents, including but not limited to, (a) valid tax credit reservation, (b) proof of submission of carryover allocation agreement to the Texas Housing Tax Credit Agency and written certification from an independent accountant/CPA of carryover basis and backup documentation evidencing costs, if applicable (the “Carryover Certification”), (c) the title policy, (d) fully executed credit agreement, other financing documents and closing documents for (i) a Construction Mortgage Loan and Bridge Loan to be made by Regions Bank to the Partnership, and (ii) a City of Houston contribution (Grant), (e) valid written commitment from the permanent lender for a permanent mortgage loan (the “Permanent Mortgage Loan”), (f) proper issuance of building permits, stormwater discharge permits, other environmental permits and wetlands permits, to the extent applicable, and all regulatory approvals necessary for commencement of construction, (g) receipt and Consent by the Special Limited Partner of the Construction Consultant Report, (h) [intentionally omitted], (i) evidence that the Project Budget contains the Minimum Contingency, (j) [intentionally omitted], (k) [intentionally omitted] and (l) all other documents identified on the closing checklist prepared by the Investment Limited Partner’s counsel (the “Closing Checklist”) other than those identified as post-closing; and

(iii) an opinion issued by the Partnership’s counsel, no earlier than the date of closing; and

(iv) receipt of the most recent prior year paid property tax receipt that is actually available.

B. Subject to the provisions of the last paragraph of this Section, $9,261,574 or 65.00% of the capital contribution (the “Second Installment”) upon the following:

(i) satisfaction of all conditions of the First Installment;

(ii) (a) lien-free construction completion, (b) receipt of a Certificate of Occupancy for each building in the Project and each Low-Income Unit and (c) receipt of a Certificate of Substantial Completion, AIA Form G704-2000 signed by all parties thereto;

(iii) receipt of the Carryover Allocation Agreement and the fully executed Carryover Certification, if not previously provided;

(iv) the reserves required to be funded pursuant to the Partnership Agreement have been fully funded, if required by such time;

(v) the Bridge Loan is fully satisfied, if required to be fully satisfied at such time pursuant to the Bridge Loan Note and the terms of the Partnership Agreement;
(vi) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(vii) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(viii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(ix) receipt of the most recent prior year paid property tax receipt that is actually available;

(x) receipt of a “date down” endorsement of the title policy showing no new liens and/or encumbrances unless the same were previously approved by the Special Limited Partner.

C. Subject to the provisions of the last paragraph of this Section, $1,424,858 or 10.00% of the capital contribution (the “Third Installment”) upon the following:

(i) satisfaction of all conditions of the Second Installment;

(ii) receipt of an “as-built” ALTA survey;

(iii) the final development cost and qualified basis certification prepared by an accountant/CPA for submission to the Texas Housing Tax Credit Agency;

(iv) 90% physical occupancy by tax credit qualified tenants;

(v) receipt of the Initial Certification Package required by the Partnership Agreement;

(vi) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(vii) no event giving rise to the obligation of the Partnership to repurchase the Interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(viii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(ix) receipt of the most recent prior year paid property tax receipt that is actually available;

(x) receipt of a “date down” endorsement of the title policy showing no new liens and/or encumbrances unless the same were previously approved by the Special Limited Partner.
Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(ix) receipt of the most recent prior year paid property tax receipt that is actually available.

D. Subject to the provisions of the last paragraph of this Section, $1,282,372 or 9.00% of the capital contribution (the “Fourth Installment”) upon the following:

(i) satisfaction of all conditions of the Third Installment;

(ii) the reserves required to be funded pursuant to the Partnership Agreement have been fully funded, if required by such time;

(iii) Permanent Mortgage Loan closing has occurred;

(iv) Debt Sizing has occurred;

(v) Achievement of Required Debt Service Coverage Ratio (as hereinafter defined) for three (3) consecutive months before payment of the Fourth Installment;

(vi) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(vii) no event giving rise to the obligation of the Partnership to repurchase the Interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(viii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(ix) receipt of the most recent prior year paid property tax receipt that is actually available

E. Subject to the provisions of the last paragraph of this Section, $142,486 or the balance of the capital contribution (the “Final Installment”) upon the following:

(i) satisfaction of all conditions of the Fourth Installment;

(ii) IRS Form(s) 8609 issued by Texas Housing Tax Credit Agency for each residential building in the Project;
(iii) (a) Depreciation schedule, (b) reconciliation of depreciable basis to eligible basis, (c) occupancy schedule for the first year in the Credit Period and (d) an updated financial forecast of income and operating expenses;

(iv) The Tax Certification Letter with the blanks completed and any additions, deletions or modifications as necessary to make the statements contained therein true and correct in all material respects;

(v) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(vi) no event giving rise to the obligation of the Partnership to repurchase the Interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(vii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(viii) receipt of the most recent prior year paid property tax receipt that is actually available.

Payment of each Installment will be conditioned upon a “date-down” of the Owner’s Title Insurance Policy and, with the exception of the amount set forth on the Closing Statement to be paid at closing from the First Installment, upon submission of a draw request in such form and content as shall be determined by the Investment Limited Partner to be paid on a draw basis as needed for costs incurred. Notwithstanding the foregoing, a final Nothing Further Certificate together with the issuance of an ALTA 3.1 endorsement and an ALTA “as-built” survey shall be provided to the Special Limited Partner prior to the payment of the Final Installment.

Ownership Entity and Allocation of Profits and Losses – A Texas limited partnership. As stated above, the Investment Limited Partner’s legal counsel will draft the Partnership Agreement and such other ancillary documents as are needed.

99.990% Partnership Interest – To be held by the Investment Limited Partner or its assignees, as a limited partner;

0.001% Partnership Interest – To be held by RB Affordable Housing, Inc., an affiliate of the Investment Limited Partner (the “Special Limited Partner”), as a limited partner; and

0.009% Partnership Interest – To be held by the General Partner, as a general partner.

Subject to certain special allocation provisions, Profits and Losses of the Partnership shall be allocated in accordance with the foregoing percentage interests.
Federal Housing Tax Credit Delivery – The proposed investment by the Investment Limited Partner is based upon the anticipated allocation of Federal Housing Tax Credits to it in accordance with a schedule to be agreed upon by the parties.

Guaranty – Doak D. Brown, Jed A. Brown, Wil C. Brown, and Brownstone Affordable Housing, Ltd. (the “Equity Guarantor”) shall provide in an Equity Indemnity and Guaranty Agreement the following indemnities and warranties to the Investment Limited Partner:

(1) Operating Deficit Guaranty – Equity Guarantor shall provide an unlimited operating deficit guaranty (the “Operating Deficit Guaranty”) for all operating deficits until payment of the Final Installment referred to herein as the “Guaranty Modification Date”). Thereafter, the Operating Deficit Guaranty will be eliminated on the date that is five (5) years after the Guaranty Modification Date, but only if (a) the Operating Deficit Reserve Account is fully funded and (b) the Project has maintained a 1.20 to 1 Debt Service Coverage Ratio for the last twelve (12) months in such five (5) year period. The Operating Deficit Guaranty is in addition to an Operating Deficit Reserve Account to be established as hereafter provided.

(2) Tax Indemnity – Should the Federal Housing Tax Credits be reduced for any reason after the pay-in period described above, the Equity Guarantor shall reimburse Investment Limited Partner 95.00% for every dollar reduction. The Equity Guarantor shall reimburse the Investment Limited Partner for all amounts, including interest and penalties, should the Partnership become obligated to recapture the Federal Housing Tax Credits due to violation of the Partnership Agreement, the Construction Mortgage Loan, the Bridge Loan or the Permanent Mortgage Loan or applicable law by the General Partner. Any payment required as provided above shall be known as an “Adjustment Amount.” This guaranty shall expire seven (7) years after Achievement of Required Debt Service Coverage Ratio.

(3) Guaranty of Completion – The Equity Guarantor shall guaranty that the Project is built on budget and on time, and in accordance with the plans and specifications. The Guaranty of Completion shall expire upon payment of the Final Installment. In addition, Brownstone Construction, Ltd. shall guaranty completion of construction.

(4) Guaranty of General Partner’s Obligation – The Equity Guarantor shall guarantee certain obligations of the General Partner under the Partnership Agreement to contribute capital to pay any unpaid, deferred development fee and to fulfill the repurchase obligation under certain circumstances.

Property Management – The General Partner will select a property manager acceptable to the Limited Partners who will serve as the property manager of BAH Lancaster Senior Village, Ltd. and cannot, without prior approval of the Investment Limited Partner, transfer its property management obligation. Such property manager shall assess a property management fee consistent with standards established by the Texas Housing Tax Credit Agency, but not in excess of 5.00% of gross rental receipts.

Distribution of Net Cash Flow – Net Cash Flow (as will be defined in the Partnership Agreement) shall be distributed not later than forty-five (45) days after the end of each fiscal year, or, if later, within fourteen (14) days of the receipt of any required authorization from the Construction Mortgage lender or the Permanent Mortgage lender or the Texas Housing Tax Credit Agency to distribute such Net Cash Flow, as follows:

(a) First, to the payment of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership;
(b) Second, to the Developer (as hereafter defined) an amount equal to the Deferred Development Fee (as hereafter defined) until such time as the Deferred Development Fee shall be satisfied;

(c) Third, to the Special Limited Partner or any affiliate thereof, for payment of any other fees, debts, liabilities, or obligations owed to any such person including Special Additional Capital Contribution (as will be defined in the Partnership Agreement) and Limited Partner Advances (as will be defined in the Partnership Agreement);

(d) Fourth, to replenish the Operating Deficit Reserve Account and then to the General Partner or Equi

(e) Fifth, to the Investment Limited Partner, an amount equal to 40% of the taxable income, if any, reflected on the total of lines 1 through 7 of the Form K-1 received by the Investment Limited Partner with respect to such year as a result of an allocation hereof, and any amount which would have been distributed in prior years but for there being insufficient Net Cash Flow;

(f) Sixth, in an amount equal to 89.990% of Net Cash Flow for such year remaining after the payment of any items under (a) through (e) hereof for such year, to the General Partner for the Partnership Management Fee (as to be defined in the Partnership Agreement);

(g) Seventh, any remaining Net Cash Flow shall be distributed to 99.990% to the Investment Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner.

Notwithstanding the foregoing, (i) Net Cash Flow shall not be distributed to either the General Partner or any of its Affiliates if either the General Partner or any of its Affiliates is subject to removal hereunder or has failed to perform any of its obligations under any of the Project Documents and (ii) Net Cash Flow shall not be distributed in amounts greater than permitted by the financing documents anticipated to be entered between the Partnership and any applicable Lender or Texas Housing Tax Credit Agency requirement. Notwithstanding anything to the contrary, in no event shall less than ten percent (10%) of the any Net Cash Flow paid pursuant to clauses (f) and (g) above, in the aggregate from any Net Cash Flow paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (f) and (g) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Flow paid or distributed pursuant to clauses (f) and (g) above. Finally, if Net Cash Flow for any Fiscal Year is not sufficient to pay the Partnership Management Fee for such Fiscal Year, such fee shall lapse to the extent not paid.

Distribution of Net Cash Proceeds from a Sale or Refinancing – In the event of a liquidating distribution, the Net Cash Proceeds resulting from a Refinancing or from a Sale (as to be defined in the Partnership Agreement) in excess of the amount applied to Partnership mortgage obligations encumbering the property refinanced or sold shall be distributed and applied in the following order of priority:

(a) To the payment of the expenses of the Sale or Refinancing (as to be defined in the Partnership Agreement) and the debts and liabilities of the Partnership then due, excluding obligations to any Partner or Affiliates thereof other than accrued Investor Services Fee (as hereafter defined).

(b) To the setting up of any required reserves for any contingent or unforeseen liabilities or obligations of the Partnership; provided, however, that said reserves shall be deposited with a bank or trust company designated by the General Partner (or other Person(s) conducting the winding up of the Partnership) in escrow at interest for the purpose of disbursing such reserves for the payment of any of the
aforementioned contingencies and, at the expiration of such period as the General Partner (or other Person(s) conducting the winding up of the Partnership) shall deem advisable, for the purpose of distributing the balance remaining thereafter as provided for hereinafter.

(c) To the payment, of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership.

(d) To the General Partner for payment of Special Additional Capital Contribution and to the Investment Limited Partner for payment of Special Additional Capital Contribution and Limited Partner Advances and to any other advances or expenses incurred by the Special Limited Partner, the Investment Limited Partner, or any Affiliates thereof on behalf of the Partnership then due and payable.

(e) To the payment of any outstanding Operating Deficit Loans and/or GP Loans made with respect to the Partnership.

(f) To the General Partner, the amount, if any, of its Capital Contributions made to the Partnership in accordance with the terms of the Guaranty of Completion, or relating to unpaid Deferred Development Fees, reduced by the amount, if any, of prior distributions.

(g) To the Investment Limited Partner and the Special Limited Partner, an amount equal to any Federal income tax incurred as a result of a Sale or Refinancing.

(h) To the Partners with positive Capital Account balances (calculated prior to the allocation of Net Profit from Sale), pro-rata in accordance with their respective positive Capital Account balances until the Capital Accounts of all Partners with positive Capital Accounts shall have been reduced to zero.

(i) Finally, any remaining Net Cash Proceeds shall be distributed 9.990% to the Investment Limited Partner, 0.010% to the Special Limited Partner and 90.000% to the General Partner.

Notwithstanding anything to the contrary set forth in Section 4.5 of the Agreement, in no event shall less than ten percent (10%) of the any Net Cash Proceeds paid pursuant to clauses (h) and (i) above in the aggregate from shall be paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (h) and (i) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Proceeds paid or distributed pursuant to clauses (h) and (i) above. Except as will be otherwise provided in the Partnership Agreement, the other agreements entered in connection with the Partnership Agreement or by law, the General Partner shall have no personal liability with respect to a return of the Capital Contributions of the Investment Limited Partner.

Sale of Project – At the end of the Compliance Period (as to be defined in the Partnership Agreement), the Investment Limited Partner shall have the right to market the Project. Should the General Partner object to any proposed sale, it shall have a right of first refusal and may purchase the Project at the same price and on the same terms as set forth in any offer that the Investment Limited Partner might receive, with the Investment Limited Partner entitled to proceeds as noted above. In addition, the Partnership Agreement will grant to the Investment Limited Partner and Special Limited Partner the right to “put” their partnership interest to the General Partner at the end of both the Credit Period (as to be defined in the Partnership Agreement) and the Compliance Period for a payment of $1,000. The Investment Limited Partner acknowledges that the Partnership shall grant a right of first refusal to the Texas Housing Tax Credit Agency.
Financial Accounting – Among other reports, the General Partner shall provide the following reports to the Investment Limited Partner and Special Limited Partner:

1. By October 31, an annual budget for the upcoming year.
2. By February 28, the Partnership tax return and Schedule K-1 for the prior fiscal year.
3. By March 15, audited financial statements for the prior fiscal year.
4. Such other reports as the Investment Limited Partner or Special Limited Partner shall require.

Legal Review – The Partnership agreements, all guaranty agreements and other legal documents referencing the investment by the Limited Partner are subject to review by the Investment Limited Partner and preparation by Liles & Rushin, LLC as legal counsel for the Investment Limited Partner. The Partnership Agreement will contain representations, warranties and covenants typical to limited partnership agreements for national syndication for investment in Federal Housing Tax Credit transactions.

Due Diligence – From the date of the receipt of all due diligence items, set forth on the Due Diligence Checklist to be prepared by legal counsel for the Investment Limited Partner, the Investment Limited Partner shall have thirty (30) days to complete its due diligence review. The Investment Limited Partner’s due diligence shall include, but not be limited to, a review of the market study, an appraisal prepared by a third party independent appraiser, an ALTA survey with such survey certificate as the Investment Limited Partner may require, title commitment for an owner’s policy in the amount of the sum of the Investment Limited Partner’s capital contribution plus the amount of the permanent debt of the Partnership, any deferred development fee and any other sources with such endorsements as the Investment Limited Partner may require, and a Phase I Environmental Review, all of which shall be paid for by the Partnership and shall be in form and substance acceptable to the Investment Limited Partner.

Federal Housing Tax Credit Adjuster – Should the final Federal Housing Tax Credits earned by the Project be greater than, or less than, $1,500,000 per annum the capital contribution by the Investment Limited Partner shall be increased or decreased accordingly by 95.00% for each dollar of Federal Housing Tax Credit increased or decreased, utilizing the same formula as set forth above for calculation of the capital contribution; provided, however, in no event will any additional capital contribution exceed $1,424,858.

Readiness – It is our understanding that the development is applying for points in the 2018 Texas Qualified Allocation Plan for “readiness to proceed in disaster impacted counties” and that the deadline to close all financing for the subject transaction and provide evidence of an executed construction contract without penalty is October 31, 2018.

Assessment of Feasibility: I have received and reviewed the 15 year pro forma for Lancaster Senior Village Apartments located in Houston, TX. The attached pro forma, which has been prepared and executed by an authorized representative of Regions Bank projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower. The attached pro forma indicates that the development would maintain no less than a 1.15x debt service coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based on the preliminary information provided by the borrower to this point, and are subject to Regions due diligence review.
Credit Worthiness: Additionally, Regions Bank has performed a preliminary review of the credit worthiness of BAH Lancaster Senior Village, Ltd., BAH Lancaster Senior Village GP, LLC, Doak D. Brown, Jed A. Brown, Wil C. Brown, and Brownstone Affordable Housing, Ltd. At this time, Regions Bank has reviewed the development and principals and has no reservations with the development or any of the principals of the borrower.

Development Fee – Brownstone Affordable Housing, Ltd. shall be the developer for the Project. The fee to be paid to the Developer (the “Development Fee”) shall be payable in accordance with the schedule: schedule to be agreed upon by the partners. In no event shall the Development Fee exceed the amount permitted by the Texas Housing Tax Credit Agency. In the event that the sources of funds are not sufficient to pay all of the Development Fee such portion (the “Deferred Development Fee”) shall be deferred and paid out of Net Cash Flow as hereinbefore provided. Any Deferred Development Fee not paid by the thirteenth (13th) anniversary of the Completion Date (as such term will be defined in the Partnership Agreement) will be paid from a special contribution of capital to the Partnership by the General Partner.

Required Reserves – The greater of $527,615 or six (6) months of operating expenses and debt service (the “Operating Deficit Reserve”) shall be paid from the Fourth Installment into an Operating Deficit Reserve Account, which Operating Deficit Reserve Account shall be established with the Investment Limited Partner. If funds are withdrawn from the Operating Deficit Reserve Account, such funds must be restored from that portion of Net Cash Flow that would otherwise be paid to the General Partner as the Partnership Management Fee. A replacement reserve (the “Replacement Reserve”) in an amount of $250 per residential rental unit, per year will be established with the Investment Limited Partner. The Partnership will establish with the Investment Limited Partner on the Completion Date a tax and insurance reserve account to which the Partnership will deposit on the tenth (10th) day of each month an amount equal to one twelfth of the annual property tax and insurance premium, which tax and insurance premium will be paid from such account to the extent of funds then on deposit.

Financing – The amount, terms and conditions of the construction and permanent financing, if not provided by Regions Bank, must be acceptable to Investment Limited Partner.

Investor Service Fee – The Investment Limited Partner will receive an Investment Limited Partner service fee of $7,500 in year one growing at three (3.00%) per year, which shall have payment priority after the payment of operating expenses, debt service and funding of required reserves.

Further Documents – The General Partner and the Investment Limited Partner intend to enter into definitive written agreements acceptable to each incorporating therein all of the terms, provisions and conditions of this transaction, as stated herein, together with the customary representations, warranties, covenants and indemnities which shall survive the closing, including but not limited to warranties of title; absence of defaults, litigation, liens, and undisclosed liabilities, existence of insurance; full compliance with applicable laws, regulatory agreements and environmental regulations; defect-free construction of the Project; authority of the General Partner, and the truth and accuracy and completeness of all assumptions expressed by the General Partner.

The Partnership shall be responsible for all costs incurred in the preparation of the Partnership Agreement and related documents, the Investment Limited Partner’s legal counsel, due diligence efforts, recording fees and similar matters.

CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

**THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION. THIS LETTER OF INTENT IS SUBJECT TO THE NORMAL APPROVAL AND DUE DILIGENCE PROCESS OF THE INVESTMENT LIMITED PARTNER AND ITS LEGAL COUNSEL, LILES & RUSHIN, LLC. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE INVESTMENT LIMITED PARTNER REASONABLY REQUIRE. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE INVESTMENT APPROVAL PROCESS OR AT THE REQUEST OF OR RECOMMENDATION OF THE INVESTMENT LIMITED PARTNER’S COUNSEL OR CERTIFIED PUBLIC ACCOUNTANT. THIS LETTER OF INTENT IS NOT A COMMITMENT TO INVEST, BUT A FRAMEWORK THAT HAS BEEN INITIALLY APPROVED BY THE INVESTMENT LIMITED PARTNER’S INVESTMENT COMMITTEE.**

**THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER ON BEHALF OF THE PARTNERSHIP AND THE EQUITY GUARANTORS BY MARCH 1, 2018. IF THIS LETTER OF INTENT IS ACCEPTED BY MARCH 1, 2018, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT AGENCY.**

We appreciate having the opportunity to invest in this Partnership. Please feel free to give me a call if you have any questions or comments about this proposal. If the terms of this letter are satisfactory, please sign and return to me and I will proceed with getting the final approval of the Investment Limited Partner’s investment committee.

Very truly yours,

David N. Payne
Senior Vice President
Regions Bank
Accepted by: BAH Lancaster Senior Village, Ltd.,
a Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, a
Texas limited liability company
Its: General Partner

By: ______________________
Name: Doak D. Brown
Its: Manager
Date: 2/28/18

EQUITY GUARANTORS:

__________________________
Doak D. Brown

__________________________
Jed A. Brown

__________________________
Wm C. Brown

Brownstone Affordable Housing, Ltd.

By: ______________________
Name: Doak D. Brown
Its: Vice President

Brownstone Construction, Ltd. (Guaranty of
Completion only)

By: ______________________
Name: Doak Brown
Its: Vice President

Signature page for Equity Letter of Intent for BAH Lancaster Senior Village, Ltd.
February 15, 2018

Doak Brown
6517 Mapleridge
Houston, TX 77081

RE: Conditional Grant Commitment
TDHCA Application no. 18138
Lancaster Senior Village

Dear Mr. Brown:

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**: BAH Lancaster Senior Village, Ltd.

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 2018 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.
Lancaster Senior Village Conditional Commitment Letter

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:

BAH Lancaster Senior Village, Ltd.

By: [Signature]
Date: 2/18/18

Name: Don Brown
Title: Manager of GP
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 SetAside
   - [ ] 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: 50.00%
   - [ ] Yes  The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - [ ] Yes  The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
   - [ ] Yes  No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - [ ] Yes  Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - [ ] Yes  A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] Yes  A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] Yes  No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - [ ] Yes  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 and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement/cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EVOLIE HOUSING PARTNERS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 30-JAN-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
MATERIAL PARTICIPATION OF HUB

As a Co-General Partner and Co-Developer, the Principals of the HUB (Evolie Housing Partners, LLC) will be active in the development and operations of the property, corresponding frequently with Co-General Partner, Co-Developer and all Development Team members in multiple facets of pre-development, construction, lease-up and on-going operations as follows:

- Prepare pre-application and application preparation process, including responses to any deficiencies or requests for information;
- Assist with land acquisition by the Partnership;
- Review, select and negotiate debt and equity proposals, final documents and closings;
- Prepare development budget;
- Assist in final construction specification selections;
- Review Lender/Equity Investor’s construction progress reports;
- Review draw submissions to Lender/Investor;
- Review Partnership and General Partner accounting records;
- Prepare Carryover, 10% Test, Cost Certification and interim report packages to TDHCA;
- Review and direct preleasing marketing activities and lease-up activities;
- Review and direct annual operating budget, provide final approval to management agent;
- Review monthly detailed financials, cap-ex requests, etc. and provide approvals as necessary;
- Review and assist as necessary with all correspondence between Lender, Investor, TDHCA, Management Agent, etc.
- Ongoing physical inspection and oversight;
- Assist auditors with preparation of annual audit and tax return and approve final submissions to IRS, Investor Limited Partner and Lender.
MATERIAL PARTICIPATION OF HUB

As a Co-General Partner, the Principals of the HUB (Evolie Housing Partners, LLC) will be active in the development process and operations of the property, corresponding frequently with the Co-General Partner, the Developer and all Development Team members in multiple facets of pre-development, construction, lease-up and on-going operations as follows:

Prepare pre-application and application preparation process, including responses to any deficiencies or requests for information;

Assist with land acquisition by the Partnership;

Review, select and negotiate debt and equity proposals, final documents and closings;

Prepare development budget;

Assist in final construction specification selections;

Review Lender/Equity Investor’s construction progress reports;

Review draw submissions to Lender/Investor;

Review Partnership and General Partner accounting records;

Prepare Carryover, 10% Test, Cost Certification and interim report packages to TDHCA;

Review and direct preleasing marketing activities and lease-up activities;

Review and direct annual operating budget, provide final approval to management agent;

Review monthly detailed financials, cap-ex requests, etc. and provide approvals as necessary;

Review and assist as necessary with all correspondence between Lender, Investor, TDHCA, Management Agent, etc.

Ongoing physical inspection and oversight;

Assist auditors with preparation of annual audit and tax return and approve final submissions to IRS, Investor Limited Partner and Lender.
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.
Brownstone Affordable Housing, Ltd. ("Brownstone") is the sole Developer, however, 5% of the Developer Fee will be paid to the HUB. Brownstone will also provide the sole guarantee from the ownership. The General Contractor will provide a guarantee of construction completion only (in lieu of P&P Bonds).
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

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<tr>
<th>Applicant Legal Name:</th>
<th>BAH Lancaster Senior Village, Ltd.</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>6517 Mapleridge</td>
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<tr>
<td>City:</td>
<td>Houston</td>
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<td>State:</td>
<td>TX</td>
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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>Previous TDHCA Experience?</td>
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<tr>
<td>Role/Title</td>
<td>General Partner</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:doak@thebrownstonegroup.net">doak@thebrownstonegroup.net</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>(713) 432-7727</td>
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<tr>
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<td>Organization is identified on Org. Chart:</td>
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<td>1. Brownstone Affordable Housing, Ltd.</td>
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<td>2. William L. Brown</td>
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<td>3. Jed A. Brown</td>
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<td>4. Doak D. Brown</td>
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<td>5. Wil C. Brown</td>
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<td>6. William Lee Brown GS Trust</td>
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Limited Partnership
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<td>Previous TDHCA Experience?</td>
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<td>Phone:</td>
<td>(713) 432-7727</td>
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<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<td>1. William L. Brown - Trustee</td>
<td>TDHCA Experience:</td>
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<td>City:</td>
<td>Grapevine</td>
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<td>(817) 424-3908</td>
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<td>List of Sub-Entities or Principals:</td>
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<td>1. Evolie Harris</td>
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<td>2. Leslie Holleman</td>
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<th>Organization Legal Name:</th>
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<tr>
<td>Address:</td>
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<td>City:</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed?</td>
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<td>Date formed:</td>
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<td>Previous TDHCA Experience?</td>
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**Person/Role:** BAH Lancaster Senior Village, Ltd.

**Email Address:** doak@thebrownstonegroup.net

**City & State of Home Addr:** Houston, TX

**Applicant Legal Name:** BAH Lancaster Senior Village, Ltd.

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.**

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2. **Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.**

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<th>Bootstrap</th>
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<th>Self-Help</th>
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| Other:             |      |            |      | NSP       |
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Person/Role:  
BAH Lancaster Senior Village GP, LLC

Email Address:  
doak@thebrownstonegroup.net

City & State of Home Addr:  
Houston, TX

Applicant Legal Name:  
BAH Lancaster Senior Village, Ltd.

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Person/Role: Brownstone Affordable Housing, Ltd.

Email Address: doak@thebrownstonegroup.net

City & State of Home Addr: Houston, TX

Applicant Legal Name: BAH Lancaster Senior Village, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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<td>05041</td>
<td>San Diego Creek Apartments</td>
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<td>McAllen</td>
<td>9% HTC</td>
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<td>Sep-11</td>
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<td>Sep-13</td>
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<td>Kingsville</td>
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<td>McAllen</td>
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Person/Role: Three B Ventures, Inc.
Email Address: doak@thebrownstonegroup.net
City & State of Home Addr: Houston, TX
Applicant Legal Name: BAH Lancaster Senior Village, Ltd.

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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:** William L ("Bill") Brown/Manager of the GP  
**Email Address:** bill@thebrownstonegroup.net  
**City & State of Home Addr:** Houston, TX  
**Applicant Legal Name:** BAH Lancaster Senior Village, Ltd.

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.**

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Email Address: jed@thebrownstonegroup.net
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Email Address: jed@thebrownstonegroup.net
City & State of Home Addr: Laredo, TX
Applicant Legal Name: BAH Lancaster Senior Village, Ltd.
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: Wil Brown/Manager of the GP  
Email Address: wil@thebrownstonegroup.net  
City & State of Home Addr: Houston, TX  
Applicant Legal Name: BAH Lancaster Senior Village, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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Person/Role:  
William Lee Brown GS Trust

Email Address:  
doak@thebrownstonegroup.net

City & State of Home Addr:  
Houston, TX

Applicant Legal Name:  
BAH Lancaster Senior Village, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, HOME (RHD), and BOND) that you have controlled at any time.

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Person/Role: Evolie Housing Partners, LLC / Co GP
Email Address: leslie@holleman-associates.com
City & State of Home Addr: Grapevine TX
Applicant Legal Name: BAH Lancaster Senior Village, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: Leslie Holleman / (Manager of Evolie, Co-GP)

Email Address: leslie@holleman-associates.com

City & State of Home Addr: Brownwood, TX

Applicant Legal Name: BAH Lancaster Senior Village, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td>16160</td>
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<td>Nash</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
<tr>
<td>16164</td>
<td>Saralita Senior Village</td>
<td>Kerrville</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>Jun-17</td>
</tr>
<tr>
<td>16170</td>
<td>Whitehouse Senior Village</td>
<td>Whitehouse</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role:  
Email Address:  
City & State of Home Addr:  
Applicant Legal Name:  

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   □ 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>13173</td>
<td>Canton Village Homes</td>
<td>Canton</td>
<td>9% HTC</td>
<td>Jul-13</td>
<td>n/a</td>
</tr>
<tr>
<td>14092</td>
<td>Madison Oaks Apartments</td>
<td>Winnsboro</td>
<td>9% HTC</td>
<td>Jul-14</td>
<td>n/a</td>
</tr>
<tr>
<td>15252</td>
<td>Henderson Village</td>
<td>Henderson</td>
<td>9% HTC / HOME</td>
<td>Jul-15</td>
<td>n/a</td>
</tr>
<tr>
<td>16160</td>
<td>Nash Senior Village</td>
<td>Nash</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
<tr>
<td>16164</td>
<td>Saralita Senior Village</td>
<td>Kerrville</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>Jun-17</td>
</tr>
<tr>
<td>16170</td>
<td>Whitehouse Senior Village</td>
<td>Whitehouse</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   □ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
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</thead>
<tbody>
<tr>
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<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HFA/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
</tbody>
</table>
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>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownstone Affordable Housing, Ltd</td>
<td>Doak D. Brown</td>
<td>(713) 432-7727</td>
<td>$2,187,524</td>
<td>20-1597125</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:doak@thebrownstonegroup.net">doak@thebrownstonegroup.net</a></td>
<td></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownstone Construction, Ltd</td>
<td>Wil Brown</td>
<td>(713) 432-7727</td>
<td>$714,214</td>
<td>20-3745669</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:wil@thebrownstonegroup.net">wil@thebrownstonegroup.net</a></td>
<td></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>same as housing general contractor</td>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Cost Estimator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>same as housing general contractor</td>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownstone Architects &amp; Planners, Inc.</td>
<td>William &quot;Bill&quot; Brown</td>
<td>(713) 432-7727</td>
<td>$170,000</td>
<td>76-0036739</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:bill@thebrownstonegroup.net">bill@thebrownstonegroup.net</a></td>
<td></td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*
<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Engineer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market Analyst:</td>
<td>Valbridge Property Advisors</td>
<td>(713) 467-5858</td>
<td><a href="mailto:ttreadway@gateel.com">ttreadway@gateel.com</a></td>
<td>$5,000.00</td>
<td>76-0128295</td>
</tr>
<tr>
<td>Appraiser:</td>
<td>same as Originator of Underwriting</td>
<td></td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attorney:</td>
<td>Coats Rose Yale Ryman &amp; Lee, PC</td>
<td>(512) 684-3842</td>
<td><a href="mailto:wwalter@coatsrose.com">wwalter@coatsrose.com</a></td>
<td>$40,000.00</td>
<td>76-0294490</td>
</tr>
<tr>
<td>Accountant:</td>
<td>Katopody, LLC</td>
<td>(214) 624-9890</td>
<td><a href="mailto:tkatopody@katopodyllc.com">tkatopody@katopodyllc.com</a></td>
<td>$50,000.00</td>
<td>46-4870752</td>
</tr>
</tbody>
</table>

Certified Texas HUB?:

This is a direct or indirect, financial, or other interest with Applicant or other team members*:

No
### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Be Determined</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Originator of Underwriter</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regions Bank</td>
<td>David N. Payne</td>
<td>(214) 220-6171</td>
<td>$204,750.00</td>
<td>63-0371391</td>
</tr>
</tbody>
</table>

### Bond Issuer:

<table>
<thead>
<tr>
<th>Bond Issuer</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
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</table>

### Syndicator:

<table>
<thead>
<tr>
<th>Syndicator</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regions Bank</td>
<td>David N. Payne</td>
<td>(214) 220-6171</td>
<td>$0.00</td>
<td>63-0371391</td>
</tr>
</tbody>
</table>

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Supportive Services Provider</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Better Texans</td>
<td>Aubrea Hance</td>
<td>(817) 585-1195</td>
<td>$60/unit</td>
<td>20-4441528</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supportive Services Provider</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title Company</td>
<td>David Draper</td>
<td>(713) 625-4172</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------</td>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:david.draper@stewart.com">david.draper@stewart.com</a></td>
<td>$118,415.00</td>
<td>74-0924290</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Development Team

Statement regarding “a direct or indirect, financial, or other interest with Applicant or other team members.”

Brownstone Construction, Ltd., and Brownstone Architects & Planners, Inc. both share principals in common.
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements.

Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

[Date] 2/23/18

[Printed Name] William L. Brown

[License Number and State] TX 4086

[Brownstone Architects & Planners, Inc.] Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
  The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD's Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
February 14, 2014

Mr. Doak D. Brown
6517 Mapleridge
Houston, Texas 77081

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Brown:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements, an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Cameron F. Dorsey
Director of Multifamily Finance
Ms. Leslie Holleman  
135-F Country Center Drive, Suite 263  
Pagosa Springs, Colorado 81147  

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES  

Dear Ms. Holleman:  

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:  

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...  

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.  

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Cameron F. Dorsey
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>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BAH Lancaster Senior Village, Ltd.</td>
<td>No</td>
</tr>
<tr>
<td>2. BAH Lancaster Senior Village GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Brownstone Affordable Housing, Ltd</td>
<td>No</td>
</tr>
<tr>
<td>4. Three B Ventures, Inc.</td>
<td>No</td>
</tr>
<tr>
<td>5. William Lee Brown GS Trust</td>
<td>No</td>
</tr>
<tr>
<td>6. William L. Brown</td>
<td>No</td>
</tr>
<tr>
<td>7. Jed A. Brown</td>
<td>No</td>
</tr>
<tr>
<td>8. Deak D. Brown</td>
<td>No</td>
</tr>
<tr>
<td>9. Wil C. Brown</td>
<td>No</td>
</tr>
<tr>
<td>10. Evolie Housing Partners, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>11. Evon Harris</td>
<td>Yes</td>
</tr>
<tr>
<td>12. Leslie Hockenman</td>
<td>Yes</td>
</tr>
<tr>
<td>13.</td>
<td></td>
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<td>14.</td>
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<td>20.</td>
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<td>25.</td>
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<td>26.</td>
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<td>27.</td>
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<td>28.</td>
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<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: 2/28/16  
Its: Manager
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Evolie Housing Partners, LLC

Which is:  
- X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $9 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>18138 Lancaster Senior Village</td>
<td>6</td>
<td>Houston</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>18143 Longview Pines Apartments</td>
<td>4</td>
<td>Longview</td>
<td>50.00%</td>
<td>60.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Dook Brown is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature]  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
[Signature]  
Evolie Housing Partners, LLC  
Printed Name  
2/28/18  
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Leslie Holleman

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
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<td>Houston</td>
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<td>5.00%</td>
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<td>Longview</td>
<td>50.00%</td>
<td>60.00%</td>
</tr>
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</table>

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Leslie Holleman
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name
Date 2/6/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Evon Harris

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

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<thead>
<tr>
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<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>38138 Lancaster Senior Village</td>
<td>6</td>
<td>Houston</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>38143 Longview Pines Apartments</td>
<td>4</td>
<td>Longview</td>
<td>50.00%</td>
<td>60.00%</td>
</tr>
</tbody>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Evon Harris
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/28/18
### Community Input Scoring Items

**TDHCA#: 18138**

1. **Local Government Support - §11.9(d)(1)**
   - [x] Resolution(s) of either "no objection" or "support" is included behind this tab.**
     - **Note that resolutions are due March 1, 2018**

2. **Community Support from State Representative - §11.9(d)(5)**
   - [x] Letter of either "support" or "opposition" is included behind this tab.**
     - **Note that letters are due March 1, 2018**

3. **Input from Community Organizations - §11.9(d)(6)**
   - [x] Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>Letter</th>
<th>Name of Community Organization</th>
<th>Contact Name</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Crime Stoppers of Houston, Inc.</td>
<td>Nichole Christoph</td>
<td>[x] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>B.</td>
<td>Portfolio Resident Services</td>
<td>Elvira Moreno-Garza</td>
<td>[x] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>C.</td>
<td>Texas Internfaith</td>
<td>JOT Couch</td>
<td>[x] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>D.</td>
<td>Name of Community Organization</td>
<td>Contact Name</td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>E.</td>
<td>Name of Community Organization</td>
<td>Contact Name</td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>F.</td>
<td>Name of Community Organization</td>
<td>Contact Name</td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
</tbody>
</table>
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 "TDHCA 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>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>AMTEX Green Oaks LP</td>
<td>Green Oak Apartments</td>
<td>8.671 acres enclosed by Gears Road, Greens Parkway and Greensmark Drive</td>
<td>18093</td>
</tr>
<tr>
<td>Greens at Roanoke LP</td>
<td>Greens at 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 Gulf Bank and west of West Montgomery</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 II, LLC</td>
<td>City Park Apartments</td>
<td>NW corner of W Orem Drive and US HWY 288</td>
<td>18701</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>SWC of McGowen St and Live Oak St</td>
<td>18049</td>
</tr>
<tr>
<td>Provision at Synott, LP</td>
<td>Provision at Synott</td>
<td>West Side of Synott 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 on 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 McKee Street</td>
<td>18299</td>
</tr>
<tr>
<td>East End Lofts, LP</td>
<td>East End Lofts</td>
<td>NE corner of Harrissburg 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>Leeland Lofts Ltd.</td>
<td>Leeland 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 Bellfort Apartments, LP</td>
<td>Bellfort Park Apartments</td>
<td>4135 W Bellfort</td>
<td>18229</td>
</tr>
<tr>
<td>DWR Court 18, LP</td>
<td>Court Lofts</td>
<td>SEC of Court Rd. &amp; S. Post Oak Rd</td>
<td>18226</td>
</tr>
<tr>
<td>BAH Rockwell Senior Village, Ltd.</td>
<td>Rockwell Senior Village</td>
<td>SW side of Beltway &amp; between Rockwell Blvd &amp; W Fuqua Drive</td>
<td>18397-</td>
</tr>
</tbody>
</table>
A RESOLUTION IDENTIFYING CERTAIN PROPOSED DEVELOPMENTS OF AFFORDABLE RENTAL HOUSING AS CONTRIBUTING TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF HOUSTON, TEXAS MORE THAN ANY OTHER IN THE AREA IN WHICH THE APPLICABLE DEVELOPMENT IS LOCATED; 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 captioned "Applicant Name" (individually referred to as "Applicant") on Schedule I attached hereto has proposed a development for affordable rental housing ("Housing Community") whose name and location are set forth on Schedule I beside the name of such Applicant in the columns 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 on Schedule I beside the name of such Applicant in the column captioned "TDHCA 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 (the "TDHCA") for an allocation of 2018 Competitive 9% Housing Tax Credits ("HTCs") for the Applicant's Project; and

WHEREAS, the City Council finds that HTCs are awarded by TDHCA through a competitive point scoring system and that additional points are awarded to developments that are located in an area for which a concerted revitalization plan ("CRP") has been adopted and that are explicitly identified by a municipality in a resolution as contributing more than any other to the municipality's concerted revitalization efforts within the CRP area ("CRP Area") in which the development is located; and

WHEREAS, the City Council finds that the 2018 Qualified Allocation Plan ("2018 QAP") prepared by the TDHCA for the awarding and allocation of HTCs provides that a Tax Increment Reinvestment Zone ("TIRZ") may qualify as a CRP Area, provided that the plan applicable thereto meets the requirements set forth in § 11.9(d)(7)(A)(i)(I) - (V) of the 2018 QAP; and

WHEREAS, the City Council finds that each Applicant's Project listed on Schedule I is located in a separate CRP Area whose name is set forth on Schedule I beside the name of such Applicant's Project in the column entitled "CRP Area"; and
WHEREAS, the City Council finds that only one Applicant's Project listed on Schedule I is located in each CRP Area listed on Schedule I; and

WHEREAS, the City Council, as the governing body of the City, desires to assist each Applicant and the success of each Applicant's Project by explicitly identifying each Applicant's Project as contributing more than any other to the CRP of the CRP Area in which such Applicant's Project is located; 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 explicitly identifies each Applicant's Project confirms that it supports each Applicant's Project listed on Schedule I as contributing more than any other to the Consolidated Revitalization Plan for the CRP Area in which such Applicant's Project is located.

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>AVE</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAYOR TURNER</td>
</tr>
<tr>
<td>*****</td>
<td>COUNCIL MEMBERS</td>
</tr>
<tr>
<td></td>
<td>STARDIG</td>
</tr>
<tr>
<td></td>
<td>DAVIS</td>
</tr>
<tr>
<td></td>
<td>COHEN</td>
</tr>
<tr>
<td></td>
<td>BOYKINS</td>
</tr>
<tr>
<td></td>
<td>MARTIN</td>
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<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
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February 24, 2018

Mr. Tim Irvine, Executive Director  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX  78711-3941

RE: 2018 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Lancaster Senior Village Houston, Texas, TDHCA Application #18138

Dear Mr. Irvine,

Please accept this letter expressing my support for the BAH Lancaster Senior Village, Ltd. request to allocate tax credits from the Texas Department of Housing and Community Affairs to Lancaster Senior Village, TDHCA Application #18138.

I support this senior development, which is to be located on the northeast corner of Lancaster Street and Bellfort Street in Houston, Texas in Harris County. As the Texas Representative of District 147 in which Houston is located, I see an increasing need for affordable housing in my district.

The City of Houston, like many other communities, is experiencing a shortage of quality affordable housing. Developments like this will help address the needs of this community by providing affordable housing and needed social services to the residents at this complex. This proposed project will make a very positive impact in our community.

If you have questions regarding my support of this proposed development, please contact me at (512) 463-0524.

Sincerely,

Garnet F. Coleman  
Texas State Representative - District 147
January 29, 2018

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

RE: 2018 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Lancaster Senior Village Houston, Texas, TDHCA Application #18138

Dear Mr. Irvine,

The purpose of this letter is to express our support for the Lancaster Senior Village housing development, TDHCA application No. 18138, located on the northeast corner of Lancaster Street and Bellfort Street in Houston, Texas in Harris County. This application is being submitted to the Texas Department of Housing and Community Affairs by BAH Lancaster Senior Village, Ltd.

As both the City of Houston and Harris County continue to grow, there is a greater need for affordable housing for seniors at affordable rental rates, especially to attract new industry and sustain businesses we have in the area. Lancaster Senior Village could provide a new, safe and affordable housing option for citizens of the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our community.

Crime Stoppers of Houston is a public safety non-profit that serves this area. We strongly support this application for tax credits because of our community’s great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

Sincerely,

Nichole Christoph
Deputy Director

Crime Stoppers of Houston’s mission is to solve and prevent crime in the Greater Houston area in partnership with citizens, media and the criminal justice system.
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 10-02-1980
- Sales and use tax, as of 10-02-1980
  
  (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: 17421377445

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Our Programs

Crime Stoppers of Houston works diligently to empower, educate and engage the community in the important conversations about crime, public safety and the protection of society's most vulnerable citizens.

Tip Line Program
- The Tip Line Program continues to be a national crime prevention model and strives to empower and educate citizens to report crime.

Safe School Program
- Since 1997, Crime Stoppers' Safe School Program has been keeping Greater Houston Area school campuses safe by providing students with a safe and anonymous way to report crime and potential dangers on their campus and community.

Safe Community Program
- The Safe Community Program identifies and targets crime affecting the citizens of Houston and Harris County, and takes profound steps to prevent crime before it occurs. Citizen empowerment and education is the basis of this program.

Parents Against Crime
- Parents Against Crime is a Crime Stoppers' newest society for the prevention of crime. Members enjoy free seminars that cover important topics for parents and families. Membership is open to all parents in Houston who support a safe and productive community.

Fallen Hero Project
- Crime Stoppers' Fallen Hero Project protects, defends and grieves back to the heroes who keep Houston safe. This Fallen Hero Project provides unprecedented protections for peace officers and first responders to ensure their safety as they serve the citizens of the Greater Houston Area.

Community Partnerships and Collaborations
- As the leading crime prevention resource for the Houston community, Crime Stoppers' role is to facilitate the important conversations with the community at large. We are able to conduct a series of education and awareness events throughout the year due to partnerships and collaborations with other agencies, law enforcement and the media.
January 24, 2018

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

RE: 2018 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Lancaster Senior Village Houston, Texas, TDHCA Application #18138

Dear Mr. Irvine,

The purpose of this letter is to express our support for the Lancaster Senior Village housing development, TDHCA application No. 18138, located on the northeast corner of Lancaster Street and Bellfort Street in Houston, Texas in Harris County. This application is being submitted to the Texas Department of Housing and Community Affairs by BAH Lancaster Senior Village, Ltd.

As both the City of Houston and Harris County continue to grow, there is a greater need for affordable housing for seniors at affordable rental rates, especially to attract new industry and sustain businesses we have in the area. Lancaster Senior Village could provide a new, safe and affordable housing option for citizens of the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our city.

Portfolio Resident Services is a 501 (c) (3) non-profit located at 3701 Kirby Drive, Suite 860, in Houston. As part of the neighborhood and community in which Lancaster Senior Village will be located, we strongly support this application for tax credits because of our community’s great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

Sincerely,

[Signature]

Elvira Moreno-Garza
Director
PORTFOLIO RESIDENT SERVICES, INC.
3701 KIRBY DR STE 860
HOUSTON, TX 77098-3916

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 04-13-2009
- Sales and use tax, as of 07-12-2011
  (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: 32039293249

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.

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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.
Introduction
Portfolio Resident Services, Inc. (PRS) is a 501 (c) (3) non-profit organization improving the lives of families/individuals/seniors who reside at affordable (low to moderate income) apartment communities.

PRS designs, staffs, implements, and tracks programs that proactively assist residents in both the short and long term. Our efforts focus on not only meeting LURA requirements but building community within the properties we serve. This translates into a higher cash flow by reducing expenses and stabilizing occupancy.

What Makes PRS Unique
Consistent, High Quality Programs
Our Resident Services Coordinators engage residents with a combination of high quality programs which aim to enhance the lives of your residents and improve your community overall.

Pulse Points
These programs include over 150 programs covering foundational topics vital to resident and property growth. Some examples include: Budgeting, Credit Counseling, Crime Watch, House Keeping, Energy & Water Conservation, After School Club, Resume & Job Search Assistance and much more. Our coordinators utilize these programs to ensure that every property receives the very best programming we have to offer.

Enhanced Pulse Points
PRS has also implemented a premium set of programs which combine the power of video with the profound impact of discussion and hands on interaction to teach new skills, change attitudes and explore the possibilities. These focused programs hone in on issues such as teen self-esteem, community building, planning for future success, and giving back.

Property Specific Programming
Each Resident Services Coordinator also incorporates programs which are unique to a property's individual needs. We realize that your property has its own culture, strengths and struggles and our coordinators are trained to recognize and meet those needs.

Performance Tracking
Compliance Management
Experience & Collaboration

Impact Categories
Adult Development
Family Development
Youth Development
Neighborhood Development
Job & Career Development
Health & Nutrition
Social Services & Referrals
Recreational Activity

Make a Difference
All it takes is a gift of your time, your goods or your funds. Every gift is appreciated.

Owners/Managers
Let's work together to start building community at your property.

What Our Clients Are Saying
Darlene Guidry, Hettig Management Corp
"Resident services can be one of the most beneficial amenities you provide your residents. We’ve used other agencies in the past and none have performed as professionally or had the extensive programs we’ve enjoyed with PRS."

REQUEST A PROPOSAL
TO GET STARTED W/ RESIDENT SERVICES

REQUEST PROPOSAL
FOR RESIDENT SERVICES
What if...
Community Pride, Optimism,
Individual Passion & Purpose
Were the Standard in Affordable Housing?

Let's Build Community Together.

Are you a Property Owner or Management Team?

LEARN MORE  GET STARTED

Discover The Good Neighbor Program

Impacting Families
With programs that highlight family development as well as personal growth, The Good Neighbor Program serves a catalyst for growing healthy families.

Impacting Seniors
For residents ages 55+ our programs target essential factors that enhance the ability to live an independent and abundant life.

Impacting Youth
From homework assistance to creative art projects a consistent & top-notch is the hallmark of our programming for children and teens.

LEARN MORE ABOUT PRS & OUR GOOD NEIGHBOR PROGRAM

Owners/Managers
Let's work together to start building community at your property.

REQUEST PROPOSAL FOR RESIDENT SERVICES

What Our Clients Are Saying

Darlene Guidry, Hettig Management Corp
"Resident services can be one of the most beneficial amenities you provide your residents. We've used other agencies in the past and none have performed as professionally or had the extensive programs we've enjoyed with PRS."

Make a Difference
All it takes is a gift of your time, your goods or your funds. Every gift is appreciated.

GET INVOLVED
DONATE, VOLUNTEER, SUPPLY

Copyright © 2015 Portfolio Resident Services. All rights reserved.
Disclaimer and Terms of Use | Privacy Policy | Inter-Faith Group Home | Contact Us
3701 Kirby Drive, Suite 860 | Houston, TX 77098 | Phone: 713-808-1988
"Home is more than a floor plan ... it’s an environment that’s shaped by people regardless of economics; and by promoting the idea of “community,” we initiate transformation on a broad scale."

- Executive Director, JOT Couch

Operation Back to School 2016

© Friday, 26 August 2016 12:26

Art with Newspring

© Friday, 19 August 2016 08:18

A Summer of Art

This summer the Newspring Center volunteered time and materials to teach the residents at Brompton Square Apartments in Houston, TX some wonderful art skills. Youth were able to create a variety of projects and experience the joy of creativity!

Boys to Men Event

© Wednesday, 27 July 2016 12:58

Contact Info

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<thead>
<tr>
<th>Telephone</th>
<th>+1-713-808-1988</th>
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<tr>
<td>Address</td>
<td>3701 Kirby Drive, Suite 860</td>
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<tr>
<td></td>
<td>Houston, TX, 77098</td>
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<tr>
<td>Email</td>
<td><a href="mailto:info@portfolioresidentservices.org">info@portfolioresidentservices.org</a></td>
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January 24, 2018

Mr. Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

RE: 2018 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Lancaster Senior Village Houston, Texas, TDHCA Application #18138

Dear Mr. Irvine,

The purpose of this letter is to express our support for the Lancaster Senior Village housing development, TDHCA application No. 18138, located on the northeast corner of Lancaster Street and Bellfort Street in Houston, Texas in Harris County. This application is being submitted to the Texas Department of Housing and Community Affairs by BAH Lancaster Senior Village, Ltd.

As both the City of Houston and Harris County continue to grow, there is a greater need for affordable housing for seniors at affordable rental rates, especially to attract new industry and sustain businesses we have in the area. Lancaster Senior Village could provide a new, safe and affordable housing option for citizens of the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our city.

Texas Inter-Faith Housing Corporation is a 501 (c) (3) non-profit located at 3701 Kirby Drive, Suite 860, in Houston. As part of the neighborhood and community in which Lancaster Senior Village will be located, we strongly support this application for tax credits because of our community’s great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

Sincerely,

[Signature]
JOT Couch
Executive Director
TEXAS INTER-FAITH HOUSING CORPORATION
3701 KIRBY DR STE 860
HOUSTON, TX 77098-3916

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 02-28-1966
- Sales and use tax, as of 03-01-1984
  - (provide Texas sales and use tax exemption certificate [Form 01-339](Back) to vendor)
- State portion of hotel occupancy tax, charitable as of 03-01-1984
  - (provide Texas hotel occupancy tax exemption certificate [Form 12-302](Back) to vendor)

Texas taxpayer identification number: 17415895709

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.](http://aixtcp.cpa.state.tx.us/exemptorgs/address.php?tp_id=17415895709)

For information concerning sales taxpayer permit status, please use the [vendor search](http://aixtcp.cpa.state.tx.us/exemptorgs/address.php?tp_id=17415895709) we provide online.

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Our publications and other helpful information are available on our [website](http://aixtcp.cpa.state.tx.us/exemptorgs/address.php?tp_id=17415895709). If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Our Mission

Improving the quality of life of economically disadvantaged people through the advocacy, management and development of decent affordable housing supplemented by social, educational and mutual aid programs.

About Us

With over 50 years of experience, Texas Inter-Faith Housing Corporation (TIFHC) has the specialized expertise, long-standing reputation and proven business practices to deliver affordable housing development as well as asset management that improves communities and changes lives. TIFHC is directly responsible for developing 456 multi-family units and rehabilitating an additional 452 units. Governing TIFHC is a board of directors with an appointed Executive Director that oversees the staff, the records, the capital, and the necessary decisions for the strategic and day-to-day operations.

Texas Inter-Faith Housing Corporation started in 1966 as Houston Inter-Faith Corporation when three individuals from different religious backgrounds joined together in an effort to provide low-cost housing for senior citizens in the Houston community. This group of civic leaders established Houston Inter-Faith as a non-profit organization and purchased 4 properties that targeted very low-income seniors. During the 1990’s Houston Inter-Faith Housing Corporation experienced tremendous growth and expanded its mission to include the acquisition of multi-family low-moderate income communities throughout the state of Texas. Upon this expansion Houston Inter-Faith Housing became Texas Inter-Faith Housing.

The operational needs for the affordable housing communities owned by TIFHC warranted the formation of a management company. Texas Inter-Faith Management Corporation (TIFMC) was created to perform the management duties necessary for asset stability and resident fulfillment, along with ensuring compliance guidelines associated with affordable housing are met so that TIFHC may continue to accomplish its mission of providing quality housing to those with economic hardships. TIFMC operates as an independent management company and is also a member of the Inter-Faith GROUP.
1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

   - **Prepared by:** Astex Environmental Services  
   - **Date of Report:** 2/26/2018

   - If checked, report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

   All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

   All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.

   - Applicant has submitted an environmental packet to TDHCA and determination is pending.

   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

   - MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.

   - Documentation of HUD Environmental Clearance is included behind this tab.

   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.

   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.  

   [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   - **Name of Firm:** n/a
   - **Contact Person:** n/a
   - **Contact Telephone:** Email:
3. **Primary Market Area Map**

Primary Market Area (PMA) map with definition of PMA is included behind this tab.

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<th>Prepared by</th>
<th>Date of Report</th>
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<td>Valbridge Property Advisors</td>
<td>2/26/2018</td>
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4. **Property Condition Assessment (PCA)**

Prepared by: n/a  
Date of Report: n/a

5. **Appraisal**

Prepared by: same as Originator of Underwriting  
Date of Report: n/a

6. **Site Design and Development Feasibility Report**

Prepared by: Burgess & Niple, Inc.  
Date of Report: 2/28/2018

Cell above is locked for input in the excel version
February 28, 2018

Texas Department of Housing and Community Affairs

221 East 11th Street
Austin, Texas 78701

Re: HTC #18138, Lancaster Senior Village, Houston, Texas

To Whom It May Concern:

I hereby certify that the Applicant for Lancaster Senior Village and its Affiliates will cooperate with Astex Environmental Services ("Astex"), who prepared the site’s Phase I Environmental Site Assessment, along with the Engineer and Architect to comply with any feasible recommendations that are suggested by Astex. Should you have any question or need additional information, please feel free to contact me.

Sincerely,

[Signature]

Doak Brown
Developer/Member, General Partner
**MARKET ANALYSIS SUMMARY**

| Provider: Valbridge Property Advisors | Date: xxx |
| Contact: Tim N. Treadway | Phone: 713.467.5858 |

| Development: Lancaster Senior Village | Target Population: Seniors |

| Site Location: Bellfort & Lancaster Streets | City: Houston | County: Harris |

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(Decimal degree format)

**Primary Market Area (PMA) page**

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Square Miles 23
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department's Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Explain why duplicates of the escrow receipt, contract and special warranty deed were submitted.
2. You submitted a contract from Robert Stuart Koelsch and Frances Koelsch Frietsch as individuals and trustees and a deed from Robert Koelsch. Explain how the interest of Francita Stuart Koelsch Ulmer, named as an owner in the title commitment, will be conveyed. Explain the significance of the special warranty deed from Robert Koelsch; include identification of Exhibit A and Exhibit B of the special warranty deed in your explanation.
3. Site plan note says 8 HC units, but only 7 are labeled.
4. Please confirm the Accessible Parking Calculation exhibit indication that all 19 accessible parking spaces will be van spaces.
5. Replacement reserves in Financing Narrative are said to be $300 per unit but $250 in Annual Operating Expenses, Pro Forma and Regions letter.
The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5 pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5 pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Monday, May 7, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.
Thanks,

Ben Sheppard  
Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats. (Also see 10 TAC §10.2(b)).
April 30, 2018

Mr. Ben Shepard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: #18138 Lancaster Senior Village, 9% HTC Application Deficiency

Dear Ben:

The following explanations are offered in response to your request for additional information on application #18138 Lancaster Senior Village, in Houston, TX.

1. Explain why duplicates of the escrow receipt, contract and special warranty deed were submitted.
   Exhibit B of the First Amendment is the Earnest Money Contract (consisting of the escrow receipt, EMC and special warranty deed), so they're not really duplicates. In the originally submitted PDF, the First Amendment is pages 276-297 (of 858), and the original EMC starts on page 298.

2. You submitted a contract from Robert Stuart Koelsch and Frances Koelsch Frietsch as individuals and trustees and a deed from Robert Koelsch. Explain how the interest of Francita Stuart Koelsch Ulmer, named as an owner in the title commitment, will be conveyed. Explain the significance of the special warranty deed from Robert Koelsch; include identification of Exhibit A and Exhibit B of the special warranty deed in your explanation.
   The title commitment does not accurately show the current ownership of this property because the Title Company is not picking up some probate documents and a special warranty gift deed associated with this property. This additional information is typically provided to the title company in connection with closing. The conveyance of ownership interest in this property is a little convoluted. Please see the attached Title Summary provided by the seller's attorney which explains how the ownership of this property has been transferred to the current owners. We have synthesized this information into a flow chart for your convenience, also attached. The purpose of the First Amendment to the Earnest Money Contract was to clarify exactly who all the sellers of this property are. All current owners of the property signed the first amendment, and thus site control was properly obtained. We have provided the title company with the ownership documentation they were not picking up, and they are in the process of revising the title commitment to reflect the ownership as shown in our First Amendment. We will provide the updated title commitment as soon as it is available.

With regard to your question on the Special Warranty Deed from Robert Koelsch, Robert was not supposed to execute that deed until closing. He inadvertently executed it at the time the
contract was signed. Exhibit A to the deed is the legal description of the property and Exhibit B are the Permitted Encumbrances. These are exhibits to the special warranty deed and not necessary for the Earnest Money Contract to be enforceable. The point of Exhibit B to the Earnest Money Contract is to agree upon the form of the deed and not the content of the Exhibits to the deed.

3. Site plan note says 8 HC units, but only 7 are labeled.
   Please find the revised site plan showing all 8 HC units.

4. Please confirm the Accessible Parking Calculation exhibit indication that all 19 accessible parking spaces will be van spaces.
   Correct, all 19 accessible parking spaces have an aisle and therefore are van accessible.

5. Replacement reserves in Financing Narrative are said to be $300 per unit but $250 in Annual Operating Expenses, Pro Forma and Regions letter.
   The $250 stated in the Annual Operating Expenses, Pro Forma and Regions letter is correct.
   Please find the revised Financing Narrative showing replacement reserves for $250.

We believe that the enclosed documentation successfully corrects all items listed in the notice dated Monday, April 30, 2018. We would appreciate acknowledgement of receipt and to know the status the response upon your review. Please contact me with any additional questions.

Sincerely,

Doak Brown
Applicant/Developer

enclosures
Title Summary
(Commitment No. ATCH 1707 5297 TH)

1. **Copy of Will**: (Will - Robert)
   Property was owned by Robert C. Stuart and wife Frances Wells Stuart as their community property – see Inventory of Robert C. Stuart under cause no 142,727, Probate Court No. 1, Harris County, Texas, File No. 117036

2. **Copy of Inventory**: (Inventory - Robert)
   Will of Robert C. Stuart left his half of community property (except home) to his daughter, Francita Stuart Koelsch - half of that half (1/4) as her separate property; and
   in trust 1/4 for benefit of her son, Robert Stuart Koelsch, (1/8 of whole) her daughter, Frances Hubbard Koelsch (1/8 of whole).

   That means, 1/4 of the whole to Francita; 1/8 to Robert; 1/8 to Frances

3. **Copy of Special Warranty Deed**: (Special Warranty Gift Deed)
   Francita, under Special Warranty deed, deeded her 1/4 of the whole of such property and the two 1/8 interests in trust to Robert Stuart Koelsch, and Frances Hubbard Koelsch individually

4. **Copy of Frances Wells Stuart 1992 Family Trust**: (FWS Trust)
   Frances Wells Stuart created Frances Wells Stuart Trust in 1992, and appointed Francita as trustee

5. **Copy of Will of Frances Wells Stuart**: (FWS Will)
   Frances Wells Stuart died in 1997, leaving all of her ½ interest in the real property to the Frances Wells Stuart Trust. No 291,287, Probate Court No 1, Harris County, Texas

6. **Copy of Inventory of Frances Wells Stuart**: (FWS Inventory)

7. **Copy of Resignation of Francita and acceptance by Robert Koelsch, and Frances Koelsch**: (Change of Trustees)
   Francita resigned as trustee, and Robert Koelsch and Frances Koelsch accepted to be trustees

In summary,

*Robert and Frances, individually*, each own 1/4 of the whole; together own ½ of the whole of the property

and

*Robert and Frances, as trustees of the Frances Wells Stuart Trust*, own ½ of the whole of the property
Robert C. Stuart (50%) (Grandfather) and Frances Wells Stuart (50%) (Grandmother)

Community Property

Will of
Robert C. Stuart

Will of Frances Wells Stuart

1/4 interest to
Francita Stuart Koelsch Ulmer (daughter)

1/8 interest to
Robert Stuart Koelsch (grandson)

1/8 interest to
Frances H. Koelsch (granddaughter)

1/2 interest to the
Frances Wells Stuart 1992 Family Trust – Francita Stuart Koelsch Ulmer is sole Trustee

Special Warranty Gift Deed granting her ¼ interest to Robert Stuart Koelsch and Frances H. Koelsch

Francita resigned as Trustee and appointed Robert S. Koelsch and Frances H. Koelsch

Robert S. Koelsch and Frances H. Koelsch own ½ of the property individually through the Robert C. Stuart side and the other half is owned by the Frances Wells Stuart 1992 Family Trust, which Robert S. Koelsch and Frances H. Koelsch sign as Trustees
LANCASTER SENIOR VILLAGE
ARCHITECTURAL SITE PLAN (144 UNITS)
04/30/18
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

NOTES:
SITE AREA: 11.35 ACRES
(12.69 UNITS PER ACRE)
FLOOD PLAN: NOT IN 100 YEAR FLOOD PLAN
EASEMENTS: UNDERGROUND NATURAL GAS LINE
MOBILITY IMPAIRMENT: 8 UNITS
HEARING/VISUAL IMPAIR.: 3 UNITS

NOTES:
UNIT DESIGNATION: NO. PER UNIT TOTAL PROJ. PER UNIT TOTAL PROJ.
A 1-BED / 1-BATH 69 665 S.F. 45,865 S.F. 735 S.F. 50,922 S.F.
B 2-BED / 2-BATH 34 966 S.F. 32,144 S.F. 1,141 S.F. 35,292 S.F.
3-HC 2-BED / 2-BATH 2 966 S.F. 1,932 S.F. 1,141 S.F. 2,076 S.F.
B-HC 1-BED / 1-BATH 3 665 S.F. 1,995 S.F. 738 S.F. 2,214 S.F.
A 1-BED / 1-BATH 69 665 S.F. 45,885 S.F. 738 S.F. 50,922 S.F.
B-HC 2-BED / 2-BATH 2 966 S.F. 1,995 S.F. 1,036 S.F. 2,032 S.F.
C 1-BED / 1-BATH 22 665 S.F. 14,630 S.F. 840 S.F. 15,470 S.F.
C-HC 1-BED / 1-BATH 2 665 S.F. 1,330 S.F. 840 S.F. 1,670 S.F.
D 2-BED / 2-BATH 11 966 S.F. 10,626 S.F. 1,141 S.F. 12,551 S.F.
D-HC 2-BED / 2-BATH 1 966 S.F. 966 S.F. 1,141 S.F. 1,141 S.F.
TOTALS: 144 110,208 S.F. 124,356 S.F.

BUILDING DESIGNATION NET AREA GROSS AREA
1 APTS. (TYPE I) 36 1-BEDS & 18 2-BEDS 41,328 S.F. 57,027 S.F.
2 APTS. (TYPE I) 36 1-BEDS & 18 2-BEDS 41,328 S.F. 57,027 S.F.
3 APTS. (TYPE II) 2 1-BEDS & 2 2-BEDS 3,262 S.F. 3,990 S.F.
4 APTS. (TYPE II) 2 1-BEDS & 2 2-BEDS 3,262 S.F. 3,990 S.F.
5 APTS. (TYPE II) 2 1-BEDS & 2 2-BEDS 3,262 S.F. 3,990 S.F.
6 APTS. (TYPE II) 2 1-BEDS & 2 2-BEDS 3,262 S.F. 3,990 S.F.
7 APTS. (TYPE II) 2 1-BEDS & 2 2-BEDS 3,262 S.F. 3,990 S.F.
8 APTS. (TYPE II) 2 1-BEDS & 2 2-BEDS 3,262 S.F. 3,990 S.F.
9 APTS. (TYPE III) 4 1-BEDS & 0 2-BEDS 2,660 S.F. 3,388 S.F.
10 APTS. (TYPE III) 4 1-BEDS & 0 2-BEDS 2,660 S.F. 3,388 S.F.
11 APTS. (TYPE III) 4 1-BEDS & 0 2-BEDS 2,660 S.F. 3,388 S.F.
12 CLUBHOUSE / LEASING OFFICE 3,154 S.F. 5,230 S.F.
TOTALS: 113,362 S.F. 153,368 S.F.

NOTES:
PARKING:
LOCAL REQUIREMENT: 108 SPACES (0.75 PER UNIT)
TDHCA REQUIREMENT: 144 SPACES (1.0 PER UNIT)
PROVIDED SPACES: 163 SPACES
PROVIDED ADA SPACES: 19 SPACES

NOTE: ALL SIDEWALKS SHALL BE ACCESSIBLE ROUTE

H/V HC
HC H/V
TYPE I (3-STORY)

GARDEN
MAIL
DOG PARK
WET DETENTION POND 1.36 ACRES

6' WROUGHT IRON FENCE

BROWNSTONE ARCHITECTS & PLANNERS, INC.
6517 MAPLERIDGE
HOUSTON, TEXAS 77081
www.thebrownstonegroup.net
713.432.7727
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LANCASTER SENIOR VILLAGE HOUSTON, TEXAS
ARCHITECTURAL SITE PLAN (144 UNITS)
04/30/18
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

SCALE: 1" = 100 FEET
(WHEN PRINTED FULL SIZE ON 11x17 PAPER)
**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 of funds**: The Owner has engaged Architect and Engineer, who have commenced work on full plans and specifications necessary to obtain building permits and close the transaction by Oct 31. In March 2018 Regions Bank will commence with Due Diligence in the form of appraisals, plan & cost review and legal due diligence as well. All material debt and equity will be provided by Regions Bank. The Owner has a previous relationship with Regions Bank and has closed several HTC transactions over the past five years. Both Owner and Regions Bank are confident that this relationship will enable the partnership to meet the Oct 31st deadline as many of the legal documents have been previously negotiated.

**Describe the replacement reserves**: Replacement reserves will be funded at the level of $250 per unit commencing the earlier to occur of 12 months past the completion date or the permanent mortgage closing. Replacement reserves will be escrowed by the Lender and released upon their approval in connection with the applicable agreement.

**Describe the operating items**:

There are no additional subsidies or project based rental assistance associated with this application. Rents for income-restricted units will not exceed the published limits for the set-asides committed herein less the current TDHCA approved HUD model utility allowance. There are not any non-traditional financing arrangements associated with the application. As stated above and in the readiness to proceed, all due diligence has commenced to enable the project to close its debt & equity by 10/31/18 and commence construction.

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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Name]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

**Telephone**: [Phone Number]

**Email address**: [Email]

If a revised form is submitted, date of submission: **4/30/2018**
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The Owner has engaged Architect and Engineer, who have commenced work on full plans and specifications necessary to obtain building permits and close the transaction by Oct 31. In March 2018 Regions Bank will commence with Due Diligence in the form of appraisals, plan & cost review and legal due diligence as well. All material debt and equity will be provided by Regions Bank. The Owner has a previous relationship with Regions Bank and has closed several HTC transactions over the past five years. Both Owner and Regions Bank are confident that this relationship will enable the partnership to meet the Oct 31st deadline as many of the legal documents have been previously negotiated.

Describe the replacement reserves:

Replacement reserves will be funded at the level of $250 per unit commencing the earlier to occur of 12 months past the completion date or the permanent mortgage closing. Replacement reserves will be escrowed by the Lender and released upon their approval in connection with the applicable agreement.

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 additional subsidies or project based rental assistance associated with this application. Rents for income-restricted units will not exceed the published limits for the set-asides committed herein less the current TDHCA approved HUD model utility allowance. There are not any non-traditional financing arrangements associated with the application. As stated above and in the readiness to proceed, all due diligence has commenced to enable the project to close its debt & equity by 10/31/18 and commence construction.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature]

Authorized Representative, Construction or Permanent Lender

David N. Payne

Printed Name

05/03/18

Date

Telephone: (214) 220-6171

Email address: davidn.payne@regions.com

If a revised form is submitted, date of submission: 05/03/18
THE LANGUAGE SET FORTH BELOW MUST BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER MUST BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Federal Bureau of Investigation:**
  [http://www.fbi.gov](http://www.fbi.gov)

- **Internet Crime Complaint Center:**
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Alamo Title Insurance

Commitment Number: ATCH17075297

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

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

Issued By:
Alamo Title Company

By:

Alamo Title Insurance

Attest:

Jean Perkins

President

Secretary

CONDITIONS AND STIPULATIONS

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

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

Effective Date: April 24, 2018 at 8:00 AM
Commitment No.: ATCH17075297-Commitment for Title Insurance (T-7) - 2014

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:
      PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   f. OTHER
      Policy Amount: $1,250,000.00
      PROPOSED INSURED: BAH Lancaster Senior Village, Ltd.

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

3. Record title to the land on the Effective Date appears to be vested in:
   Robert Stuart Koelsch and Frances Hubbard Koelsch also known as Frances Koelsch Frielsch, Individually and as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust
4. **Legal description of land:**

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31'00" EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100' R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49'15" WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08'45" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56'30" WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERLY LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 71°20'00" EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1410.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

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

**END OF SCHEDULE A**
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: ATCH17075297
GF No.: ATCH-01COM-ATCH17075297TH

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item 1, Schedule B is hereby deleted.

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

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

   (Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagor Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

   (Applies to Mortgagee Policy (T-2) only.)

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

   a. Rights of parties in possession.

   b. Intentionally deleted.

   c. Any and all leases, recorded or unrecorded, with rights of tenants in possession.

   d. Intentionally deleted.


   f. Intentionally deleted.

   g. Ordinance describing the northerly right of way line of Bellfort Avenue recorded in Volume 4184, Page 514 (Harris County Clerk’s File No. B251173) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

   h. Ordinance describing the east right-of-way line of Lancaster Street recorded in Volume 6225, Page 160 (Harris County Clerk’s File No. C239842) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

   i. The following matters shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565:

      i) Building line twenty-five (25) feet in width along the South property lines;

      ii) Building line ten (10) feet in width along the West property line; and

      iii) Gas pipeline valve located on the South property line.

   j. If any portion of the proposed loan and/or the Owner’s Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

   Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

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

Commitment No.: ATCH17075297

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

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

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

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

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

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

6. We must determine the marital status of records owners and require joinder where applicable.

7. We must be furnished a copy of the Frances Wells Stuart 1992 Family Trust and any amendments thereto for review.

8. 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 limited partnership named below.

   Name: BAH Lancaster Senior Village, Ltd., a limited partnership

   a) A copy of the partnership agreement and all amendments thereto.
   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

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

9. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor.
and supplied to the Company prior to the close of escrow.

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

10. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner's policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

11. Note –Important Notice

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

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

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

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

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

Commitment No.: ATCH17075297

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

1. The issuing Title Insurance Company, Alamo Title Insurance, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   
   Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grelish, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes

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

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

   Alamo Title Company

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

   Owners: Alamo Title Holding Company owns 100% of Alamo Title Company

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

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

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

   Directors: Raymond Randall Quirk, Anthony John Park

   Officers: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaneen (Vice President), Nancy Fox (Vice President)

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

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

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

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

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$7,001.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$7,001.00</td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
## TEXAS TITLE INSURANCE INFORMATION

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
TEXAS TITLE INSURANCE INFORMATION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
EXHIBIT A

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEEDRecordedIn VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31'00" EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100’ R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49'15" WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08'45" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56'30" WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERLY LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 71°20'00" EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1410.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

______________________________               __________________________
Signature                                      Date
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected
We may collect Personal Information about you from:
- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.
Effective Date: 5/1/2018

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you about our, our affiliates’, and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job.

When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or 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 disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence 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, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice 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 for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: 
To: BAH Lancaster Senior Village, Ltd.
Property: 11.4431 acres om TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

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

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

<table>
<thead>
<tr>
<th>Settlement Service Provider</th>
<th>Type of Settlement Provided</th>
<th>Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment
I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(continued)

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

Brownstone Ventures, LLC

BY: __________________________
   Doak D. Brown, Manager
   __________________________
   Date

   __________________________
   Date

   __________________________
   Date
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Building Plans: Clarify the location of the elevators.

2. Sponsor Characteristics: The explanation regarding material participation states that the HUB will be the co-developer. However, the Developer Chart does not include the HUB. Please clarify the discrepancy.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be
prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 15, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
May 8, 2018

Ms. Liz Cline-Rew
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: #18138 Lancaster Senior Village, 9% HTC Application Deficiency

Dear Liz:

The following explanations are offered in response to your request for additional information on application #18138 Lancaster Senior Village, in Houston, TX.

1. Building Plans: Clarify the location of the elevators.
   Please see the attached building floor plan with the elevator circled.

2. Sponsor Characteristics: The explanation regarding material participation states that the HUB will be the co-developer. However, the Developer Chart does not include the HUB. Please clarify the discrepancy.
   The reference to co-developer in the material participation narrative is a hold-over from another deal. Please see the revised narrative.

We believe that the enclosed documentation successfully corrects all items listed in the notice dated Monday, May 8, 2018. We would appreciate acknowledgement of receipt and to know the status the response upon your review. Please contact me with any additional questions.

Sincerely,

Doak Brown
Applicant/Developer

enclosures
MATERIAL PARTICIPATION OF HUB

As a Co-General Partner, the Principals of the HUB (Evolie Housing Partners, LLC) will be active in the development process and operations of the property, corresponding frequently with the Co-General Partner, the Developer and all Development Team members in multiple facets of pre-development, construction, lease-up and on-going operations as follows:

Prepare pre-application and application preparation process, including responses to any deficiencies or requests for information;

Assist with land acquisition by the Partnership;

Review, select and negotiate debt and equity proposals, final documents and closings;

Prepare development budget;

Assist in final construction specification selections;

Review Lender/Equity Investor’s construction progress reports;

Review draw submissions to Lender/Investor;

Review Partnership and General Partner accounting records;

Prepare Carryover, 10% Test, Cost Certification and interim report packages to TDHCA;

Review and direct preleasing marketing activities and lease-up activities;

Review and direct annual operating budget, provide final approval to management agent;

Review monthly detailed financials, cap-ex requests, etc. and provide approvals as necessary;

Review and assist as necessary with all correspondence between Lender, Investor, TDHCA, Management Agent, etc.

Ongoing physical inspection and oversight;

Assist auditors with preparation of annual audit and tax return and approve final submissions to IRS, Investor Limited Partner and Lender.
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

- The development has 2 elevator served buildings. The accessible mobility units in these buildings should be distributed throughout the buildings, including floors.
- There should be 2 H/V 1 bedroom units and 1 H/V 2 bedroom units based on the calculations.
- Documentation indicates 163 parking spaces, but I count 161.

**The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.**

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one
business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Wednesday, May 23, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
LANCASTER SENIOR VILLAGE

ARCHITECTURAL SITE PLAN (144 UNITS)

05/16/18

PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

ARCHITECTS & PLANNERS, INC.
6517 MAPLERIDGE
HOUSTON, TEXAS 77081

www.thebrownstonegroup.net
713.432.7727

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BROWNSTONE

HOUSTON, TEXAS

05/16/18

Preliminary - Not for building permitting or construction

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BROWNSTONE
# 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>144</td>
<td>2%</td>
<td>2.88</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>1.44</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>144</td>
<td>2%</td>
<td>2.88</td>
<td>4.44</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE: if total is more than what is required, Applicant will select which to include under "Units Proposed"*

---

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>3</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:**

William A. Brown

**Printed Name:** William A. Brown

**Firm Name:** Brownstone Architects & Planners, Inc.

**Signature:** 5/11/18

**Date:** 5/11/18
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:
- https://www.huduser.gov/publications/pdfs/fairhousing

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>161</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>161</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>161</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

**Chart above must be completed first**

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>19</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>19</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>19</td>
<td>19</td>
<td>19</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 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: William L. Brown

Printed Name

5/10/18

Date

Firm Name (If applicable)
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(e)(1) "Rent Levels of Tenants", 11.9(e)(2) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
## Page 2 of Final Scoring Notice: 18138, Lancaster Senior Village

**Section 1:**

Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 115

Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 115

Difference between Requested and Awarded: 0

---

**Section 2:**

| Points Awarded for §11.9(c)(8) Readiness to Proceed: | 5 |
| Points Awarded for §11.9(d)(1) Local Government Support: | 17 |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation: | 4 |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8 |
| Points Awarded for §11.9(d)(6) Input from Community Organizations: | 4 |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: | 7 |

---

**Section 3:**

Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

---

**Section 4:**

Final Score Awarded to Application by Department staff (Including all points): 160

---

**Section 5:**

*Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:*

NA

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Friday, May 25, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

_Sharon D. Gamble_
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
May 1, 2018

Via E-Mail
Ms. Sharon Gamble
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711
sharon.gamble@tdhca.state.tx.us
marni.holloway@tdhca.state.tx.us

Re: TDHCA # 18138 - Third Party Request for Administrative Deficiency;
Lancaster Senior Village, Houston ,TX (the Applicant)

Dear Ms. Gamble,

In accordance with §11.10 of the 2018 Qualified Allocation Plan (the “QAP”), we submit this Third Party Request for Administrative Deficiency (“RFAD”) in order to bring to your attention material information that we believe should be the subject of an Administrative Deficiency. Specifically, the Applicant failed to meet threshold notification requirements of §10.203(2) of the Uniform Multifamily Rules (the “Rules”) because the Applicant did not re-notify the new Presiding Officer of the board of trustees of the school district, (the “Board President”) when that official changed between Pre-Application and Application.

Based upon a review of the Pre-Application for the Applicant, it would appear that the correct Board President, Wanda Adams, was notified in connection with the Pre-Application. (Please see Exhibit “A”). However, at a regular called meeting for the HISD Board of Trustees on January 18, 2018, an election of new officers took place whereby the Board unanimously elected Rhonda Skillern-Jones as the new Board President, effective January 18, 2018, a date plainly beyond the Pre-Application submission date. (Please see Exhibit “B” regarding Board of Trustee minutes).

§10.203 and §10.203 (2) of the Rules are unequivocal:

“In addition, should a change in elected official occur between the submission of a pre-application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date”.

4831-5941-4628.1
May 1, 2018
Page 2

"Officials to be notified are those officials in office at the time the Application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full application. Meetings and discussions do not constitute notification. Only timely and compliant written notification to the correct person constitutes notification." (Emphasis added)

Additionally, the requirement that Applicants must provide notice to the Presiding Officer of the school board of trustees at the time of Application (as well as at the time of Pre-Application) is plainly stated in Tex. Gov. Code Sec §2306.6704. This requirement does not require specialized or technical expertise of the agency to interpret and the requirement is unambiguous. Because the statute is unambiguous it must be enforced as written and is not subject to agency interpretation. Employees Ret. Sys. of Texas v. Garcia, 454 S.W. 3d 121,137 (Tex. App-Austin 2014, pet denied). Further, the requirements of notice to the Presiding Officer are incorporated into the agency’s Qualified Allocation Plan (QAP) and Rules for 2018. An agency is required to follow the unambiguous language of its own Rules or it will be considered to be acting in an arbitrary and capricious manner. Zimmer US, Inc. v. Combs, 368 S.W. 3d 579, 586-88 (Tex. App-Austin 2012, no pet.). Therefore, the agency must strictly apply the Application requirements for written Public Notification “to the correct person” as described in the 2018 Rules.

The Applicant certified to TDHCA that no re-notifications were made at the time of Application. (Please see Exhibit “C”). As a result, it would appear that Rhonda Skillern-Jones was not notified about the Application as required by the full application deadline and therefore the Applicant failed to meet the mandatory Public Notification threshold requirement. Accordingly, we would respectfully request that you review this matter and terminate the Application.

Sincerely,

[Signature]

Andres Medrano

Cc: Doak Brown – doak@thebrownstonegroup.net
    Casey Oldham – casey.oldham@oldhamgoodwin.com
    Hunter Goodwin – hunter.goodwin@oldhamgoodwin.com

Exhibit “A” Pre-Application
Exhibit “B”   Minutes of HISD Board of Trustees Meeting
Exhibit “C”   Certification of Notifications
<table>
<thead>
<tr>
<th><strong>2018 Competitive HTC Pre-Application</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Submission ID</strong></td>
<td>3909913331521277115</td>
</tr>
<tr>
<td><strong>Submission Date</strong></td>
<td>2018-01-09 13:24:07</td>
</tr>
<tr>
<td><strong>Application Number</strong></td>
<td>18138</td>
</tr>
<tr>
<td><strong>Full Name</strong></td>
<td>Doak Brown</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>6517 Mapelridge</td>
</tr>
<tr>
<td></td>
<td>Houston</td>
</tr>
<tr>
<td></td>
<td>TX</td>
</tr>
<tr>
<td></td>
<td>77081</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(173) 715-5480</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:doak@thebrownstonegroup.net">doak@thebrownstonegroup.net</a></td>
</tr>
<tr>
<td><strong>Full Name</strong></td>
<td>Leslie Holleman</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:leslie@holleman-associates.com">leslie@holleman-associates.com</a></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(970) 507-0451</td>
</tr>
<tr>
<td><strong>Full Name</strong></td>
<td>Kathryn Saar</td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:kathryn@holleman-associates.com">kathryn@holleman-associates.com</a></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>(512) 828-6413</td>
</tr>
<tr>
<td><strong>Name of Proposed Entity</strong></td>
<td>BAH Lancaster Senior Village, Ltd.</td>
</tr>
<tr>
<td><strong>Development Name</strong></td>
<td>Lancaster Senior Village</td>
</tr>
<tr>
<td><strong>Development Type</strong></td>
<td>New Construction</td>
</tr>
<tr>
<td><strong>Secondary Type</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Target Population</strong></td>
<td>Elderly Limitation</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>NEC Lancaster St &amp; Bellfort St</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Houston</td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
<td>77087</td>
</tr>
<tr>
<td><strong>ETJ?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>County</strong></td>
<td>Harris</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td>6</td>
</tr>
<tr>
<td>Census Tract</td>
<td>48201332600</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Total LI Units</td>
<td>115</td>
</tr>
<tr>
<td>Total MR Units</td>
<td>29</td>
</tr>
<tr>
<td>Total Units</td>
<td>144</td>
</tr>
<tr>
<td>HTC Request</td>
<td>1500000</td>
</tr>
<tr>
<td>Pre-App Fee Due</td>
<td>1440</td>
</tr>
<tr>
<td>Has Fee already been submitted?</td>
<td>No</td>
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<tr>
<td>Set-Asides</td>
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</tr>
<tr>
<td>U.S. Representative</td>
<td>Al Green</td>
</tr>
<tr>
<td>District</td>
<td>9</td>
</tr>
<tr>
<td>State Senator</td>
<td>Sylvia Gracia</td>
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<tr>
<td>District</td>
<td>6</td>
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<tr>
<td>State Representative</td>
<td>Garnet Coleman</td>
</tr>
<tr>
<td>District</td>
<td>147</td>
</tr>
<tr>
<td>School Superintendent</td>
<td>Richard Carranza</td>
</tr>
<tr>
<td>District Name</td>
<td>Houston ISD</td>
</tr>
<tr>
<td>Address</td>
<td>4400 West 18th Street</td>
</tr>
<tr>
<td></td>
<td>Houston</td>
</tr>
<tr>
<td></td>
<td>77092</td>
</tr>
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**Presiding Officer of Board of Trustees**

<table>
<thead>
<tr>
<th>Name</th>
<th>Wanda Adams</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>4400 West 18th Street</td>
</tr>
<tr>
<td></td>
<td>Houston</td>
</tr>
<tr>
<td></td>
<td>77092</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Sylvester Turner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>Mayor</td>
</tr>
<tr>
<td>Name 2</td>
<td>Brenda Stardig</td>
</tr>
<tr>
<td>Office 2</td>
<td>City Council Member</td>
</tr>
</tbody>
</table>
Elected officials were identified in the *Pre-Application*, and there have been no changes. (If box above is checked, these forms may be left *BLANK*.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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<table>
<thead>
<tr>
<th>City Mayor</th>
<th></th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
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<table>
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<th>School Superintendent</th>
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<table>
<thead>
<tr>
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<th>Zip</th>
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<tbody>
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<td></td>
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</tbody>
</table>

** Presiding officer of Board of Trustees **

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**
MINUTES OF THE REGULAR MEETING
BOARD OF EDUCATION
HOUSTON INDEPENDENT SCHOOL DISTRICT

January 18, 2018

MEETING HELD - MEMBERS PRESENT

The Board of Trustees of the Houston Independent School District (HISD) held a Regular Meeting on January 18, 2018, beginning at 2:05 PM in the Board Services Conference Room of the Hattie Mae White Educational Support Center, 4400 West 18th St., Houston, TX 77092.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rhonda Skillem-Jones</td>
<td>District II Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Wanda Adams</td>
<td>President and District IX Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Jolanda Jones</td>
<td>District IV Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Diana Davila</td>
<td>District VIII Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Holly Maria Flynn Vilaseca</td>
<td>District VI Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Anne Sung</td>
<td>District VII Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Elizabeth Santos</td>
<td>District I Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Sergio Lira</td>
<td>District III Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Susan Deigaard</td>
<td>District V Trustee</td>
<td>Present</td>
</tr>
</tbody>
</table>

ADJOURNMENT TO EXECUTIVE SESSION

The Board adjourned to closed or executive session at 2:05 p.m. under Section D of Chapter 551 of Texas Government Code, Open Meetings Act, Subsections 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, and 551.084 for the purposes stated in the notice of this meeting. If any final action, vote or decision on any matter considered in the closed session shall be required, such final action, vote or decision shall be taken at the open meeting covered by this notice upon the reconvening of this public meeting or at a subsequent meeting of the Board upon notice thereof.

RECONVENED IN OPEN SESSION IN THE BOARD AUDITORIUM

President Adams called to order the Regular Meeting of the Board of Education of the Houston Independent School District and declared the Board convened to consider matters pertaining to the Houston Independent School District as listed on the duly posted meeting notice.

MEDITATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

Cadet Raul Galvan, a senior at High School for Law and Justice led the Pledge of Allegiance and honors to the Texas flag.
SPECIAL RECOGNITIONS
School Board Recognition Month presented by Cody Holder with County Commissioner Jack Cagle's office

Employee of the Month Presentation for February 2018, Rita Redix, Gallegos Elementary School

President's Award to Business Operations

ELECTION OF OFFICERS
Speaker
Ben Becker

Board President
Trustee Davila nominated Rhonda Skillern-Jones for Board President. Trustee Jones seconded the nomination. There were no other nominations and Trustee Skillern-Jones was elected President unanimously 9-0.

First Vice President
Trustee Santos nominated Jolanda Jones for First Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Jones was elected First Vice President unanimously 9-0.

Second Vice President
Trustee Skillern-Jones nominated Anne Sung for Second Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Sung was elected Second Vice President unanimously. 9-0.

Secretary
Trustee Jones nominated Sergio Lira for Secretary. Trustee Davila seconded the nomination. There were no other nominations and Trustee Lira was elected Secretary unanimously 9-0.

Assistant Secretary
Trustee Sung nominated Holly Maria Flynn Vilaseca as Assistant Secretary. Trustee Santos seconded the nomination. There were no other nominations and Trustee Flynn Vilaseca was elected Assistant Secretary unanimously 9-0.
HISD Regular Meeting Board of Trustees – January 18, 2018

MEETING RECESSSED

President Skillern-Jones called for a brief recess at 5:49 p.m. in order to provide the Office of Board Services an opportunity to rearrange the seating arrangements for the newly elected officers.

MEETING RECONVENED

President Skillern-Jones reconvened the meeting at 6:00 p.m.

President Skillern-Jones presented Ms. Adams with an engraved plaque as outgoing Board President.

HEARING OF CITIZENS

- Roberto Centeno
- Deborah Mosichuk
- Sarah Terrell
- Jane Friou
- Karina Quesada-Leon
- Mindy Wilson
- Cynthia Cage
- Daniel Santos
- Yen Rabe
- Aaron McCloud
- Sarah Becker

A. SUPERINTENDENT’S PRIORITY ITEMS

A-1. Approval Of Personal Services Performed By The Superintendent, Including Speaking Engagements, Panel Discussions, Workshops, Etc., In Accordance With Texas Education Code Section 11.201(E)

- Achieve 180 Monthly Report
- Kashmere Gardens Elementary School Presentation
- Key Middle School Presentation

A-3. Board Monitoring Update: Presentation Of Goal 1 Progress Measure 1.2 And Goal 3 Progress Measure 3.1
- January 2018 Goals And GPM Update
- Goal Monitoring Report - January 2018

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

B. TRUSTEE ITEMS


NO ACTION TAKEN

B-2. Approval Of The Board’s Quarterly Self-Evaluations, Time Use Tracker, And Quarterly Progress Tracker In Accordance With The Texas Education Agency Implementation Integrity Instrument

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillem-Jones, Adams, Davila, Flynn Vilaseca, Sung, Lira, Delgaard
NAYS: Jones, Santos

C. CLOSED SESSION

C-1. Personnel

a. Deliberate the duties of the superintendent of schools, chief officers, assistant superintendents, principals, employees, chief audit executive, and board members; evaluations of the superintendent and chief audit executive, consideration of compensation, and contractual provisions.

b. Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, chief officers, assistant superintendents, and other administrators, and, if necessary, approve waiver and release and compromise agreements.

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a finding of no good cause for educators to resign or abandon employment contracts without District consent under Sections 21.105(c); 21.160(c), or 21.210(c) of the Texas Education Code as discussed in closed session, effective January 19, 2018, and authorize the Superintendent or his designee to submit a written complaint to SBEC to impose sanctions was approved.

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve terminations of probationary contracts and proposed nonrenewals of term contracts and authorize the superintendent to provide notice of same, as discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

C-2. Legal Matters

a. Matters on which the district's attorney's duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law

b. Pending or contemplated litigation matters and status report

c. Update in the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

d. Consideration and approval of a limited waiver of an attorney-client privileged letter dated May 18, 2015 from Attorney Michelle Morris related to the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a limited waiver of an attorney-client privileged letter dated May 18, 2015, on the terms

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
discussed in closed session, effective January 19, 2018 was approved.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [8 TO 0]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Santos, District I Trustee</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Diana Davila, District VIII Trustee</td>
</tr>
<tr>
<td>AYES:</td>
<td>Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Skillem-Jones</td>
</tr>
</tbody>
</table>

e. Status update and possible action in the matter of Reba Carter, et al. v. HISD; in the U.S. District Court for the Southern District of Texas, Houston Division; Civil Action No. 4:14-CV-01390 NO ACTION TAKEN

f. Discussion and possible action in the matter of Houston Independent School District v. Texas Workforce Commission; in Travis County, Texas; Cause No. D-1-GN-000534 NO ACTION TAKEN

g. Consideration and authority to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836, on the terms discussed in closed session, effective January 19, 2018 was approved.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [8 TO 0]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Santos, District I Trustee</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Diana Davila, District VIII Trustee</td>
</tr>
<tr>
<td>AYES:</td>
<td>Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Skillem-Jones</td>
</tr>
</tbody>
</table>

h. Consideration and approval of Confidential Settlement Agreement and Release of All Claims regarding Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer, on the terms
discussed in closed session, effective January 19, 2018 was approved.

RESULT:  APPROVED [8 TO 0]
MOVER:  Elizabeth Santos, District I Trustee
SECONDER:  Diana Davila, District VIII Trustee
AYES:  Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN:  Skillem-Jones

i. Update regarding Hurricane Harvey claims

C-3. Real Estate

D. ACADEMIC SERVICES

D-1. Approval Of Current And Anticipated Donations For Districtwide And School-Specific Programs And Authorization To Negotiate, Execute, And Amend Necessary Contracts Associated With These Donations

Approved by Consensus

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER:  Diana Davila, District VIII Trustee
AYES:  Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

D-2. Acceptance Of Grant Funds In Support Of Districtwide And School-Specific Programs And Authorization To Negotiate And Execute Contracts Required Under The Grants

Approved by Consensus

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER:  Diana Davila, District VIII Trustee
AYES:  Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

D-3. Approval Of Resolution Of The Board Of Education To Approve Campus Turnaround Plans For Year Two Improvement Required Campuses

Speaker

Gerry Monroe

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

RESULT: APPROVED [UNANIMOUS]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillel-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

E. SCHOOL OFFICES – NO ITEMS

F. STUDENT SUPPORT – NO ITEMS

G. HUMAN RESOURCES – NO ITEMS

H. BUSINESS OPERATIONS

H-1. Ratification Of Use Of The Tax Increment Reinvestment Zone Fund For The Leveling And Drainage Repairs Of The Sports Field At Carter Woodson K–8 School
Approved by Consensus
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Marla Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillel-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

I. FINANCE

I-1. Approval Of Vendor Awards For Purchases Over $100,000 And Ratification Of Vendor Awards For Purchases Under $100,000
RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillel-Jones, Adams, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
NAYS: Jones, Davila

I-2. Approval Of Resolution Declaring Intention To Reimburse Project Expenditures
Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

I-3. Approval To Negotiate And Execute A Contract For Onsite Benefits Administration Services
     Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

I-4. Adoption Of Penalty On Tax Year 2017 Delinquent Taxes For The Houston Independent School District In Accordance With Section 33.07 Of The Texas Property Tax Code
     Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

J. OTHER – NO ITEMS

K. POLICY

K-1. Proposed Revisions To Board Policy CAA(LOCAL), Fiscal Management Goals And Objectives: Financial Ethics—First Reading

Speaker

Gerry Monroe

Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigard

L. SUPERINTENDENT'S INFORMATION ITEMS

ADJOURNMENT

There being no further business, the meeting adjourned at 9:15 p.m.

MINUTES APPROVED

The foregoing minutes of the Regular Meeting of the Board of Education of the Houston Independent School District held on January 18, 2018 the Board Auditorium of the Hattie Mae White Educational Support Center of the Houston Independent School District, 4400 West 18th Street, Houston, Texas, were duly approved at a Special meeting held on February 1, 2018.

Rhonda Skillern-Jones
Board of Education, President
Houston Independent School District

Sergio Lira
Board of Education, Secretary
Houston Independent School District

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
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 Contents:

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.

Elected Officials and Neighborhood Organizations (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: 7/28/18

Notarize on next page
Texas
Notary Public, State of

Harris
County of

2/1/22
My Commission expires

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2018

Leslie V. Winston
Notary Public Signature

Leslie V. Winston
Notary Public, State of Texas
Notary ID # 1118270-4
My Commission Expires
February 1, 2022
BAH Lancaster Senior Village, Ltd.
6517 Mapleridge
Houston, TX 77081
713-432-7727

May 7, 2018

Ms. Sharon Gamble, 9% Competitive Housing Tax Credit Administrator
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, TX 78701

RE: Notification Requirements Regarding President of School Board

Dear Sharon,

We are writing in response to your deficiency notice dated May 7, 2018, related to the two Third Party Requests for Administrative Deficiency (“RFAD”) received for Application #18138 Lancaster Senior Village. As you know, 10 TAC §11.9(c)(8), related to Readiness to Proceed, provides an incentive to Applications in areas affected by Hurricane Harvey to “close on all financing and fully execute the construction contract on or before the last business day of October.” Because of this Application’s competitive posture, and the fact that it includes points for Readiness to Proceed, we have already begun engineering, architectural design and third-party reports (in excess of those required for Application) in order to meet that deadline, and have already expended over $100,000.

Not knowing the outcome of this RFAD until potentially late June poses a significant financial risk to the Applicant and Developer, a risk that increases with each passing day. For this reason, we seek an expedited resolution to this RFAD, and in the event it is determined Board action is required, we respectfully request that this matter be placed on the May 24th Board Agenda.

Background

Lancaster Senior Village received RFADs from Andres Medrano of Foley Gardere, (representing Application 18043 Huntington at Miramonte), and from David Koogler of Mark-Dana Corporation, a competing Applicant with several Applications in the subregion, (Exhibits A and B respectively). Both Mr. Medrano and Mr. Koogler (collectively referred to herein as “the requestors”) point out a change in the position of Board President for the Houston Independent School District (“HISD”) which occurred January 19, 2018, and both requestors assert that Lancaster Senior Village fails to meet threshold criteria because we did not renotify the newly selected Board President Rhonda Skillern-Jones. The requestors raise no concerns about the validity of our pre-application notifications; therefore, this response focuses solely on the issue of renotification.
Requirements

Pursuant to 10 TAC §11.8(b)(2)(B)(iii), related to pre-application Notification Recipients, we notified the “presiding officer of the board of trustees” of HISD (Exhibit C) on January 8, 2018. However, we disagree with the assertion that renotification was required upon the selection of a new President.

In determining the precise notification requirements, we must first look to Tex. Gov’t Code §2306.6704(b)-1(2) and §2306.6705(9)(B) which state:

§2306.6704(b)-1(2): “The preapplication process must require the applicant to provide the department with evidence that the applicant has notified the following entities with respect to the filing of the application:”
(2) “The superintendent and the presiding officer of the board of trustees of the school district containing the development.”

§2306.6705 “General Application Requirements. An application must contain at a minimum the following written, detailed information in a form prescribed by the board:”
(9) “evidence that the applicant has notified the following entities with respect to the filing for the application:”
(B) “the superintendent and the presiding officer of the board of trustees of the school district containing the development.”

Contrary to Mr. Medrano’s assertion, statute is silent on the issue of what happens when a change occurs between pre-application and Application. We must therefore look to the Texas Administrative Code. Pursuant to 10 TAC §10.203, “should a change in elected official occur between the submission of a pre-application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date.”

The term elected official is not defined in Title 10 of the TAC, but it is defined in Title 1, and that definition reads:

§72.1(e) “Elected official” means any individual who has been elected to an office of state government, including political subdivisions of the state, which is filled by the choice of the voters, including a member of the legislature.”

The term appointed official is not defined in any section of the TAC, but has the common use association of a political appointment, such as the appointment of TDHCA’s Board of Directors by the Governor, a power granted by the Texas Constitution.

Analysis

At issue is the notification requirement when a change has occurred to the notification recipient list (§10.203(2)) between pre-application submission and Application submission. The plain language of 10 TAC §10.203 qualifies that only elected officials, and more specifically newly elected (or appointed) officials, require renotification. If any change in the recipient list were to
require renotification, then §10.203 should have been more broad and specifically state that any change in an official between the filing of pre-application and Application submission requires renotification and not limited renotification to only newly elected (or appointed) officials.

It is also important to note that the notification language for school districts is quite distinct from those of a Governing Body of a municipality or county, which requires “all elected members” of the Governing Body to be notified. This is in stark contrast to the language used for school districts which requires two notifications: first, to the Superintendent (a position which is hired by the board of trustees), and second, to the “presiding officer of the board of trustees.” The notification requirement in this case is clearly to a particular position on the board of trustees, not to the individual trustees themselves.

The question then becomes, is the “presiding officer of the board of trustees” an elected official? In this case, the presiding officer is the position of President, a position which is not “filled by the choice of the voters” and therefore doesn’t constitute an elected position. According to Houston ISD’s own Board Policy Manual, related to “Selection of Officers”, the requirements of which come from §11.601(c) of the Texas Education Code (Exhibits D and E respectively), the position of President is internally selected from the members of the Board. Similarly, the position of President is not appointed by any outside political office, as is the case when the office of a State Representative falls vacant and the Governor appoints an interim replacement.

Conclusion

In summary, we believe the requestors RFADs to be without merit. Using the plain language of the applicable statute and code, the “presiding officer of the board of trustees” is not an elected position, and therefore, not an elected official subject to the renotification requirement. Furthermore, a full 1/3rd of Applicants required to notify HISD, appear to have interpreted 10 TAC §10.203 in this same manner, proving at minimum that there is unintentional ambiguity in how the language is written. Given the stakes outlined above, we respectfully request an expedited resolution to this matter. We again ask that if Board action is deemed necessary, the issue be placed on the May 24th Board Agenda.

Sincerely,

BAH Lancaster Senior Village, Ltd., a to-be-formed Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, a to-be-formed Texas limited liability corporation, its general partner

By: [Signature]

Doak Brown, Manager
doak@thebrownstonegroup.net

CC: Tim Irvine, Beau Eccles, Marni Holloway
Hi Sharon,

Please see the attached letter from HISD, which was not yet available when we sent our RFAD response Monday.

Thank you,

Kathryn Saar
Leslie Holleman & Associates, Inc.
943 S Lake Street
Salt Lake City, UT 84105
(512) 828-6413 (office)
(214) 532-4624 (cell)
Hi Sharon,

Just left you a voicemail as well. We will be providing a response shortly, however, we do have a question regarding #2 below. Ben sent us a deficiency on our site control last week and he cleared it on Friday morning. Have you seen his deficiency and our response? I want to make sure we’re addressing all your questions, but I believe, #2 has already been answered and cleared through the typical review process.

Thank you,

Kathryn Saar
Leslie Holleman & Associates, Inc.
943 S Lake Street
Salt Lake City, UT 84105
(512) 828-6413 (office)
(214) 532-4624 (cell)

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**All deficiencies must be corrected or clarified by 5:00 pm Austin local time on May 14, 2018. Please respond to this email as confirmation of receipt.**

The Department has received a Third Party Request for Administrative Deficiency ("RFAD") regarding HTC Application **18138 Lancaster Senior Village**. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please review the attached.
1. Provide evidence that the appropriate notifications were made timely.
2. Provide evidence of consistent site control from Pre-application to Application. Show that all appropriate owners of the site of the proposed development have been signatories to applicable site control documents.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the Application. Notice of additional Administrative Deficiencies may appear in a separate notification. All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Submit all documentation via email to the person that issued this deficiency notice, named below.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Let us know how we are doing! Take the 2018 TDHCA Customer Service Survey here:
https://www.surveymonkey.com/r/2018CustServ

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us
**Exhibit A:**
RFAD from Foley Gardere

In an effort to provide a concise response, the Exhibits referenced in the Foley Gardere letter have not been reproduced here.
May 1, 2018

Via E-Mail
Ms. Sharon Gamble
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711
sharon.gamble@tdhca.state.tx.us
marni.holloway@tdhca.state.tx.us

Re: TDHCA # 18138 - Third Party Request for Administrative Deficiency; Lancaster Senior Village, Houston, TX (the Applicant)

Dear Ms. Gamble,

In accordance with §11.10 of the 2018 Qualified Allocation Plan (the “QAP”), we submit this Third Party Request for Administrative Deficiency (“RFAD”) in order to bring to your attention material information that we believe should be the subject of an Administrative Deficiency. Specifically, the Applicant failed to meet threshold notification requirements of §10.203(2) of the Uniform Multifamily Rules (the “Rules”) because the Applicant did not re-notify the new Presiding Officer of the board of trustees of the school district, (the “Board President”) when that official changed between Pre-Application and Application.

Based upon a review of the Pre-Application for the Applicant, it would appear that the correct Board President, Wanda Adams, was notified in connection with the Pre-Application. (Please see Exhibit “A”). However, at a regular called meeting for the HISD Board of Trustees on January 18, 2018, an election of new officers took place whereby the Board unanimously elected Rhonda Skillel-Jones as the new Board President, effective January 18, 2018, a date plainly beyond the Pre-Application submission date. (Please see Exhibit “B” regarding Board of Trustee minutes).

§10.203 and §10.203 (2) of the Rules are unequivocal:

"In addition, should a change in elected official occur between the submission of a pre-application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date.”
"Officials to be notified are those officials in office at the time the Application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full application. Meetings and discussions do not constitute notification. Only timely and compliant written notification to the correct person constitutes notification." (Emphasis added)

Additionally, the requirement that Applicants must provide notice to the Presiding Officer of the school board of trustees at the time of Application (as well as at the time of Pre-Application) is plainly stated in Tex. Gov. Code Sec §2306.6704. This requirement does not require specialized or technical expertise of the agency to interpret and the requirement is unambiguous. Because the statute is unambiguous it must be enforced as written and is not subject to agency interpretation. Employees Ret. Sys. of Texas v. Garcia, 454 S.W. 3d 121,137 (Tex. App-Austin 2014, pet denied). Further, the requirements of notice to the Presiding Officer are incorporated into the agency’s Qualified Allocation Plan (QAP) and Rules for 2018. An agency is required to follow the unambiguous language of its own Rules or it will be considered to be acting in an arbitrary and capricious manner. Zimmer US, Inc. v. Combs, 368 S.W. 3d 579, 586-88 (Tex. App-Austin 2012, no pet.). Therefore, the agency must strictly apply the Application requirements for written Public Notification “to the correct person” as described in the 2018 Rules.

The Applicant certified to TDHCA that no re-notifications were made at the time of Application. (Please see Exhibit “C”). As a result, it would appear that Rhonda Skillern-Jones was not notified about the Application as required by the full application deadline and therefore the Applicant failed to meet the mandatory Public Notification threshold requirement. Accordingly, we would respectfully request that you review this matter and terminate the Application.

Sincerely,

Andres Medrano

Cc: Doak Brown – doak@thebrownstonegroup.net
    Casey Oldham – casey.oldham@oldhamgoodwin.com
    Hunter Goodwin – hunter.goodwin@oldhamgoodwin.com

Exhibit “A”  Pre- Application
Exhibit “B”  Minutes of HISD Board of Trustees Meeting
Exhibit “C”  Certification of Notifications
**Exhibit B:**
RFAD from Mark-Dana Corporation

In an effort to provide a concise response, the Exhibits referenced in the Mark-Dana Corporation letter have not been reproduced here. Further, Mr. Koogler has questioned the site control for this Application. TDHCA review staff already issued and cleared a deficiency seeking clarification regarding the site control, which is admittedly convoluted due to two separately probated wills.
June 19, 2018

Mr. Andres Medrano
Foley Gardere
3000 One American Center
600 Congress Avenue
Austin, TX 78701-3056

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18138 LANCASTER SENIOR VILLAGE

Dear Mr. Medrano:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of a Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Applications above to determine whether the Applicant appropriately notified Rhonda Skillern-Jones, Board President, Houston Independent School District under 10 TAC §10.203. Staff determined that an Administrative Deficiency was appropriate for the request, and issued an Administrative Deficiency on May 7, 2018. In response to the deficiency notice, the Applicant provided a letter from Ms. Skillern-Jones, dated May 8, 2018, affirming that she received the notification and indicating that the notification was received timely.

I find that the issues raised in your request were sufficiently answered through the Applicant’s response to the Administrative Deficiency. Further, I find reaching this conclusion is not arbitrary and capricious as the RFAD suggests since the rule has been applied consistently and unambiguously to the RFADs under 10 TAC §10.203(2) for the Houston school district.

Pursuant to Per 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.
REQUEST FOR ADMINISTRATIVE DEFICIENCY
June 19, 2018
Page 2

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

Marni Holloway  
Multifamily Division Director

Cc: Mark Musemeche  
Hunter Goodwin
May 1, 2018

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Sharon Gamble, 9% HTC Administrator – Sharon.gamble@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA # 18138-Lancaster Senior Village, Houston, Harris County, TX

Dear Ms. Holloway and Gamble:

Pursuant to §11.10. of the 2018 Qualified Allocation Plan (“QAP”), please let this letter serve as our Third Party Request for an Administrative Deficiency (“RF AD”) with regards Application #18138 (the “Lancaster Application”). A copy of this request is being delivered concurrently to representatives of the Lancaster Application (the “Lancaster Applicant”).

This RF AD is regarding two parts of the Lancaster Application:

1. Public Notification
2. Site Control

Public Notification

§10.203 of the 2018 Uniform Multifamily Rules (the “Rules”) requires that all applicants meet certain public notification requirements by the deadlines set forth in the Rules. If all required notifications were made by the applicant in order to satisfy the requirements of pre-application submission then no additional notification is required at full application. However, should a change “in elected official occur between the submission of a pre-application and the submission of an application, applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date”. See attached Exhibit “A” - §10.203 of the Rules.

The individuals and entities that an applicant is required to notify are described in §11.8(b)(2)(B) of the QAP which establishes the 9% competitive pre-application requirements, and in §10.203(2) of the Rules. See attached Exhibit “B” - §11.8(b)(2)(B) of the QAP. One of the notification recipients that an applicant is required to properly notify is the Presiding Officer of the Board of Trustees of the school district in which the Development Site is located.
The Development Site represented in the Lancaster Application is located in Houston Independent School District ("HISD"). As of January 9, 2018, the Pre-Application Final Delivery Date, the Presiding Officer of the Board of Trustees of HISD was Wanda Adams, President of HISD. On January 18, 2018, Rhonda Skillern-Jones was elected President of the HISD Board of Trustees to replace Ms. Adams. See attached "Exhibit C" - minutes of the HISD Board recording the election. Therefore, pursuant to §10.203 of the Rules as cited above, this change triggered the requirement that all applicants whose Development Sites are located in HISD notify Ms. Jones of their application no later than March 1, 2018, the Full Application Delivery Date.

Pursuant to a public information request ("PIR") to HISD it was confirmed that the Lancaster Applicant failed to notify Ms. Jones by March 1, 2018. HISD was asked for "any written notification addressed to Rhonda Skillern-Jones, President of HISD transmitted from January 1, 2018 through and including March 1, 2018 informing Ms. Jones that an applicant is making application for housing tax credits with the Texas Department of Housing and Community Affairs...." In response there was no letter addressed to Ms. Jones from the Lancaster Applicant. By contrast, the PIR response revealed that other applicants with proposed developments in HISD notified Ms. Jones after January 18, 2018. This confirmation from HISD is consistent with the Certification of Notification made a part of the Lancaster Application, whereby the Lancaster Applicant certifies to TDHCA that their pre-application included evidence of notifications pursuant to §10.203 of the Rules....and that no additional notifications were required with this full application. See attached "Exhibit D" - Certification of Notification from the Lancaster Application.

Notifications are mandated by §2306.6705(9) of the Texas Government Code ("TGC") which provides that applications must contain at a minimum notifications to specific entities with respect to the filing of the application that includes "(B) the superintendent and the presiding officer of the board of trustees of the school district containing the development." See attached "Exhibit E" - §2306.6705(9)(B) of the TGC.

Accordingly, unless the Lancaster Applicant can provide proof that Ms. Jones, the President and Presiding Officer of the Board of Trustees of HISD was properly notified on or before March 1, 2018, the Full Application Delivery Date, we believe that the Lancaster Application should be terminated consistent with such terminations in the past. As a statutory requirement, the failure to provide timely and compliant written notifications to all required notification recipients may not be waived by the Board.

Site Control

The initial Earnest Money Contract submitted for the Pre-Application states that the Seller is "KOELLSCH FRANCES H ET AL," but was only signed by Robert Stuart Koelsch as Trustee. See attached "Exhibit F" - Earnest Money Contract from Pre-Application.
The Title Commitment, issued February 13, 2018, indicates that the Owners are (i) Francita Stuart Koelsch (now known as Francita Stuart Koelsch Ulmer), individually, (ii) Robert Stuart Koelsch, individually, (iii) Frances Hubbard Koelsch (also known as Frances Koelsch Frietsch), individually, and (iv) Robert Stuart Koelsch and Frances Hubbard Koelsch (also known as Frances Koelsch Frietsch), as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust. See attached "Exhibit G" - Title Commitment from Application.

An Amendment included in the Application changes the named Sellers to Frances H. Koelsch and Robert S. Koelsch, individually and as Trustees of the Frances Wells Stuart 1992 Family Trust. See attached "Exhibit H" - Amendment to Earnest Money Contract from Application. Although the Amendment is dated effective January 8, 2018, it was not included with the Pre-Application. The Amendment also does not address the ownership interest of Francita Stuart Koelsch (now known as Francita Stuart Koelsch Ulmer).

The manner in which the Earnest Money Contract from Pre-Application was signed might mean that there was not effective site control at Pre-Application. Based on the Owners listed in the Title Commitment, in order to show effective site control at Pre-Application, a signature should be required from Francita Stuart Koelsch (now known as Francita Stuart Koelsch Ulmer), Robert Stuart Koelsch, and Frances Hubbard Koelsch (now known as Frances Koelsch Frietsch).

If it is found that effective site control was not established at pre-application, then the Lancaster Application would lose the six (6) points under §11.9(e)(3) of the QAP for Pre-Application Participation.

If the ownership interest of Francita Stuart Koelsch (now known as Francita Stuart Koelsch Ulmer) has not been conveyed to one or more of the signers to the Contract, then Lancaster Application does not show effective site control as of March 1, 2018.

We submitted the required RFAD Fee in the amount of $500 under separate submission. We appreciate your due consideration of this RFAD.

Sincerely,

[Signature]

David Mark Koogler
President
RFAD - #18138
May 1, 2018

cc: Doak Brown – doak@thebrownstonegroup.net
Leslie Holleman – leslie@holleman-associates.com
Kathryn Saar – kathryn@holleman-associates.com
Exhibit C:
Notification to “the presiding officer of the board of trustees”
Hello JRE,

Your fax was successfully sent to 17135663223 by eFax.

Fax Details

Reference Id: Ms. Wanda Adams, President
Date: 2018-01-08 12:36:37 (GMT)
Number of Pages: 1
Length of Transmission: 54 seconds
Receiving Machine Fax Id: 7135663223

If you have any questions, please visit our online help center or contact Customer Support.

Thank you for choosing eFax.

Sincerely,
The eFax Team

Special Offer: Too busy to handle all your business calls? Let eVoice answer, manage and route your phone calls, 24/7. Try it free for one month!

Download the App:  
Follow us:
**Exhibit D:**
Excerpt from HISD Board Policy Manual
At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board.
2. A secretary, who may or may not be a member of the Board.
3. Such other officers and committees as the Board may deem necessary.

*Education Code 11.061(c)*

In addition to the required post-election organization, the Board may also organize at other times. *Att'y Gen. Op. MW-531 (1982)*

The duties and powers of the President of the Board include, but are not limited to, the following:

1. Call a meeting of the Board, giving public notice not earlier than the 30th day or later than the tenth day before the meeting, to discuss and adopt the budget and the proposed tax rate. *Education Code 44.004* [See CE and CCG]
2. Ensure that the annual financial statements are published as required by law. *Local Gov't Code 140.006* [See CFA]
3. Execute an oil and/or gas lease or sell, exchange, and convey the minerals in land belonging to the District, approved by resolution of the Board. *Education Code 11.153*
4. Execute the deed for the sale of property, other than minerals, held in trust for free school purposes. *Education Code 11.154(b)*
Exhibit E:
Excerpt from Texas Education Code: §11.061(c)(1)
Sec. 11.061. QUALIFICATION AND ORGANIZATION OF TRUSTEES; COMPENSATION. (a) The trustees first elected or appointed after the creation or incorporation of an independent school district shall file their official oaths with the county judge of the county in which the district or a major portion of the district is situated. After all subsequent elections, the newly elected trustees shall file their official oaths with the president of the board of trustees.

(b) A person may not be elected trustee of an independent school district unless the person is a qualified voter.

(c) Except as provided by Section 11.062, at the first meeting after each election and qualification of trustees, the members shall organize by selecting:

(1) a president, who must be a member of the board;

(2) a secretary, who may or may not be a member of the board; and

(3) other officers and committees the board considers necessary.

(d) The trustees serve without compensation.


Sec. 11.062. ELECTION OF OFFICERS IN CERTAIN SCHOOL DISTRICTS. An independent school district in which, before September 1, 1995, part of the trustees were elected from single-member trustee districts and one or more board officers were elected at large shall continue electing trustees and officers in that manner until a different method of selection is adopted by resolution of the board of trustees.


Sec. 11.0621. MEETINGS. The minutes, certified agenda, or recording, as applicable, of a regular or special meeting of the board of trustees must reflect each member's attendance at or absence from the meeting. The minutes or tape recording of an open meeting must be accessible to the public in accordance with Section 551.022, Government Code.
May 1, 2018

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Sharon Gamble, 9% HTC Administrator – Sharon.gamble@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA # 18138-Lancaster Senior Village, Houston, Harris County, TX

Dear Ms. Holloway and Gamble:

Pursuant to §11.10. of the 2018 Qualified Allocation Plan (“QAP”), please let this letter serve as our Third Party Request for an Administrative Deficiency (“RFAD”) with regards Application #18138 (the “Lancaster Application”). A copy of this request is being delivered concurrently to representatives of the Lancaster Application (the “Lancaster Applicant”).

This RFAD is regarding two parts of the Lancaster Application:

1. Public Notification
2. Site Control

Public Notification

§10.203 of the 2018 Uniform Multifamily Rules (the “Rules”) requires that all applicants meet certain public notification requirements by the deadlines set forth in the Rules. If all required notifications were made by the applicant in order to satisfy the requirements of pre-application submission then no additional notification is required at full application. However, should a change “in elected official occur between the submission of a pre­application and the submission of an application, applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date”. See attached Exhibit “A” - §10.203 of the Rules.

The individuals and entities that an applicant is required to notify are described in §11.8(b)(2)(B) of the QAP which establishes the 9% competitive pre-application requirements, and in §10.203(2) of the Rules. See attached Exhibit “B” - §11.8(b)(2)(B) of the QAP. One of the notification recipients that an applicant is required to properly notify is the Presiding Officer of the Board of Trustees of the school district in which the Development Site is located.
The Development Site represented in the Lancaster Application is located in Houston Independent School District ("HISD"). As of January 9, 2018, the Pre-Application Final Delivery Date, the Presiding Officer of the Board of Trustees of HISD was Wanda Adams, President of HISD. On January 18, 2018, Rhonda Skillern-Jones was elected President of the HISD Board of Trustees to replace Ms. Adams. See attached "Exhibit C" - minutes of the HISD Board recording the election. Therefore, pursuant to §10.203 of the Rules as cited above, this change triggered the requirement that all applicants whose Development Sites are located in HISD notify Ms. Jones of their application no later than March 1, 2018, the Full Application Delivery Date.

Pursuant to a public information request ("PIR") to HISD it was confirmed that the Lancaster Applicant failed to notify Ms. Jones by March 1, 2018. HISD was asked for “any written notification addressed to Rhonda Skillern-Jones, President of HISD transmitted from January 1, 2018 through and including March 1, 2018 informing Ms. Jones that an applicant is making application for housing tax credits with the Texas Department of Housing and Community Affairs.....” In response there was no letter addressed to Ms. Jones from the Lancaster Applicant. By contrast, the PIR response revealed that other applicants with proposed developments in HISD notified Ms. Jones after January 18, 2018. This confirmation from HISD is consistent with the Certification of Notification made a part of the Lancaster Application, whereby the Lancaster Applicant certifies to TDHCA that their pre-application included evidence of notifications pursuant to §10.203 of the Rules....and that no additional notifications were required with this full application. See attached “Exhibit D” – Certification of Notification from the Lancaster Application.

Notifications are mandated by §2306.6705(9) of the Texas Government Code ("TGC") which provides that applications must contain at a minimum notifications to specific entities with respect to the filing of the application that includes “(B) the superintendent and the presiding officer of the board of trustees of the school district containing the development.” See attached “Exhibit E” - §2306.6705(9)(B) of the TGC.

Accordingly, unless the Lancaster Applicant can provide proof that Ms. Jones, the President and Presiding Officer of the Board of Trustees of HISD was properly notified on or before March 1, 2018, the Full Application Delivery Date, we believe that the Lancaster Application should be terminated consistent with such terminations in the past. As a statutory requirement, the failure to provide timely and compliant written notifications to all required notification recipients may not be waived by the Board.

Site Control

The initial Earnest Money Contract submitted for the Pre-Application states that the Seller is "KOELSCH FRANCES H ET AL", but was only signed by Robert Stuart Koelsch as Trustee. See attached “Exhibit F” - Earnest Money Contract from Pre-Application.
RFAD - #18138
May 1, 2018

The Title Commitment, issued February 13, 2018, indicates that the Owners are (i) Francita Stuart Koelsch (now known as Francita Stuart Koelsch Ulmer), individually, (ii) Robert Stuart Koelsch, individually, (iii) Frances Hubbard Koelsch (also known as Frances Koelsch Frietsch), individually, and (iv) Robert Stuart Koelsch and Frances Hubbard Koelsch (also known as Frances Koelsch Frietsch), as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust. See attached "Exhibit G" - Title Commitment from Application.

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If it is found that effective site control was not established at pre-application, then the Lancaster Application would lose the six (6) points under §11.9(e)(3) of the QAP for Pre-Application Participation.

If the ownership interest of Francita Stuart Koelsch (now known as Francita Stuart Koelsch Ulmer) has not been conveyed to one or more of the signers to the Contract, then Lancaster Application does not show effective site control as of March 1, 2018.

We submitted the required RFAD Fee in the amount of $500 under separate submission. We appreciate your due consideration of this RFAD.

Sincerely,

[Signature]

David Mark Koogler
President
(2) Applications. An Application shall be ineligible if any of the criteria in subparagraphs (A) - (C) of this paragraph apply to the Application:

(A) a violation of Tex. Gov’t Code, §2306.1113, exists relating to Ex Parte Communication. An ex parte communication occurs when an Applicant or Person representing an Applicant initiates substantive contact (other than permitted social contact) with a board member, or vice versa, in a setting other than a duly posted and convened public meeting, in any manner not specifically permitted by Tex. Gov’t Code, §2306.1113(b). Such action is prohibited. For Applicants seeking funding after initial awards have been made, such as waiting list Applicants, the ex parte communication prohibition remains in effect so long as the Application remains eligible for funding. The ex parte provision does not prohibit the Board from participating in social events at which a Person with whom communications are prohibited may, or will be present; provided that no matters related to any Application being considered by the Board may be discussed. An attempted but unsuccessful prohibited ex parte communication, such as a letter sent to one or more board members but not opened, may be cured by full disclosure in a public meeting, and the Board may reinstate the Application and establish appropriate consequences for cured actions, such as denial of the matters made the subject to the communication.

(B) the Application is submitted after the Application submission deadline (time or date); is missing multiple parts of the Application; or has a Material Deficiency; or

(C) for any Development utilizing Housing Tax Credits or Tax-Exempt Bonds:

(i) at the time of Application or at any time 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 or has been a person covered by Tex. Gov’t Code, §2306.6703(a)(1) or §2306.6733;

(ii) the Applicant proposes to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in Tex. Gov’t Code, §2306.6703(a)(2) are met.

**§10.203. Public Notifications** (§2306.6705(9)). A certification, as provided in the Application, that the Applicant met the requirements and deadlines identified in paragraphs (1) - (3) of this section must be submitted with the Application. For Applications utilizing Competitive Housing Tax Credits, notifications must not be older than three (3) months from the first day of the Application Acceptance Period. For Tax-Exempt Bond Developments notifications and proof thereof must not be older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted, and for all other Applications no older than three (3) months prior to the date the Application is submitted. If notifications were made in order to satisfy requirements of pre-application submission (if applicable to the program) for the same Application, then no additional notification is required at Application. However, re-notification is required by all Applicants who have
submitted a change from pre-application to Application that reflects a total Unit increase of greater than 10 percent or a 5 percent increase in density (calculated as units per acre) as a result of a change in the size of the Development Site. In addition, should a change in elected official occur between the submission of a pre-application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date.

(1) Neighborhood Organization Notifications.

(A) The Applicant must identify and notify all Neighborhood Organizations on record with the county or the state as of 30 days prior to the Full Application Delivery Date and whose boundaries include the entire proposed Development Site. As used in this section, “on record with the state” means on record with the Secretary of State.

(B) The Applicant must list, in the certification form provided in the Application, all Neighborhood Organizations on record with the county or state as of 30 days prior to the Full Application Delivery Date and whose boundaries include the proposed Development Site as of the submission of the Application.

(2) Notification Recipients. No later than the date the Application is submitted, notification must be sent to all of the persons or entities identified in subparagraphs (A) - (H) of this paragraph. Developments located in an Extra Territorial Jurisdiction (ETJ) of a city are required to notify both city and county officials. The notifications may be sent by e-mail, fax or mail with return receipt requested or similar tracking mechanism in the format required in the Application Notification Template provided in the Application. Evidence of notification is required in the form of a certification provided in the Application. The Applicant is required to retain proof of delivery in the event it is requested by the Department. Evidence of proof of delivery is demonstrated by a signed receipt for mail or courier delivery and confirmation of receipt by recipient for fax and e-mail. Officials to be notified are those officials in office at the time the Application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full Application. Meetings and discussions do not constitute notification. Only a timely and compliant written notification to the correct person constitutes notification.

(A) Neighborhood Organizations on record with the state or county as of 30 days prior to the Full Application Delivery Date whose boundaries include the entire Development Site;

(B) Superintendent of the school district in which the Development Site is located;

(C) Presiding officer of the board of trustees of the school district in which the Development Site is located;
(D) Mayor of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(E) All elected members of the Governing Body of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(F) Presiding officer of the Governing Body of the county in which the Development Site is located;

(G) All elected members of the Governing Body of the county in which the Development Site is located; and

(H) State Senator and State Representative of the districts whose boundaries include the Development Site.

(3) Contents of Notification.

(A) The notification must include, at a minimum, all information described in clauses (i) - (vi) of this subparagraph.

(i) the Applicant’s name, address, individual contact name, and phone number;

(ii) the Development name, address, city and county;

(iii) a statement indicating the program(s) to which the Applicant is applying with the Texas Department of Housing and Community Affairs;

(iv) whether the Development proposes New Construction, Reconstruction, Adaptive Reuse or Rehabilitation;

(v) the physical type of Development being proposed (e.g. single family homes, duplex, apartments, high-rise etc.); and

(vi) the total number of Units proposed and total number of low-income Units proposed.

(B) The Applicant must disclose that, in accordance with the Department’s rules, aspects of the Development may not yet have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided;

(C) The notification may not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification may not create the impression that the proposed Development will serve a Target Population exclusively or as a preference unless such targeting or preference is documented in the Application and is
or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws; and

(D) Notifications or any other communications may not contain any statement that violates Department rules, statute, code, or federal requirements.

§10.204. Required Documentation for Application Submission. The purpose of this section is to identify the documentation that is required at the time of Application submission, unless specifically indicated or otherwise required by Department rule. If any of the documentation indicated in this section is not resolved, clarified or corrected to the satisfaction of the Department through either original Application submission or the Administrative Deficiency process, the Application will be terminated. Unless stated otherwise, all documentation identified in this section must not be dated more than six (6) months prior to the close of the Application Acceptance Period or the date of Application submission as applicable to the program. The Application may include, or Department staff may request, documentation or verification of compliance with any requirements related to the eligibility of an Applicant, Application, Development Site, or Development.

(1) Certification, Acknowledgement and Consent of Development Owner. A certification of the information in this subchapter as well as Subchapter B of this chapter must be executed by the Development Owner and addresses the specific requirements associated with the Development. The Person executing the certification is responsible for ensuring all individuals referenced therein are in compliance with the certification and that they have given it with all required authority and with actual knowledge of the matters certified.

(A) 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.

(B) This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov't Code, Chapter 552.

(C) 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 Commitment by the Department. 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
(1) Applications having achieved a score on Proximity to the Urban Core. This item does not apply to the At-Risk Set-Aside.

(2) Applications scoring higher on the Opportunity Index under §11.9(c)(4) or Concerted Revitalization Plan under §11.9(d)(7) of this chapter (relating to Competitive HTC Selection Criteria) as compared to another Application with the same score.

(3) Applications proposed to be located in a Place, or if located completely outside a Place, a county, that has the fewest HTC units per capita, as compared to another Application with the same score. The HTCs per capita measure (by Place or county) is located in the 2018 HTC Site Demographic Characteristics Report.

(4) Applications proposed to be located in a census tract with the lowest poverty rate as compared to another Application with the same score.

(5) Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development. Developments awarded Housing Tax Credits but do not yet have a Land Use Restriction Agreement in place will be considered Housing Tax Credit assisted Developments for purposes of this paragraph according to the property inventory included in the HTC Site Demographic Characteristics Report. The linear measurement will be performed from closest boundary to closest boundary.

§11.8. Pre-Application Requirements (Competitive HTC Only).

(a) General Submission Requirements. The pre-application process allows Applicants interested in pursuing an Application to assess potential competition across the thirteen (13) state service regions, subregions and set-asides. Based on an understanding of the potential competition they can make a more informed decision whether they wish to proceed to prepare and submit an Application. A complete pre-application is a pre-application that meets all of the Department's criteria, as outlined in subsections (a) and (b) of this section,

(1) The pre-application must be submitted using the URL provided by the Department, as outlined in the Multifamily Programs Procedures Manual, along with the required pre-application fee as described in §10.901 of this title (relating to Fee Schedule), not later than the pre-application Final Delivery Date as identified in §11.2 of this chapter (relating to Program Calendar for Competitive Housing Tax Credits). If the pre-application and corresponding fee is not submitted on or before this deadline the Applicant will be deemed to have not made a pre-application.

(2) Only one pre-application may be submitted by an Applicant for each Development Site.

(3) Department review at this stage is limited, and not all issues of eligibility and threshold are reviewed or addressed at pre-application. Acceptance by staff of a pre-application does not ensure that an Applicant satisfies all Application eligibility, threshold or documentation requirements. While the pre-application is more limited in scope than the Application, pre-applications are subject to the same limitations, restrictions, or causes for disqualification or termination as Applications, and pre-applications will thus be subject to the same consequences for violation, including but not limited to loss of points and termination of the pre-application.

(b) Pre-Application Threshold Criteria. Pursuant to Tex Gov't Code, §2306.6704(c) pre-applications will be terminated unless they meet the threshold criteria described in subsection (a) of this section and paragraphs (1) and (2) of this subsection:
(1) Submission of the competitive HTC pre-application in the form prescribed by the Department which identifies at a minimum:

(A) Site Control meeting the requirements of §10.204(10) of this title (relating to Required Documentation for Application Submission). For purposes of meeting this specific requirement related to pre-application threshold criteria, proof of consideration and any documentation required for identity of interest transactions is not required at the time of pre-application submission but will be required at the time of full application submission;

(B) Funding request;

(C) Target Population;

(D) Requested set-asides (At-Risk, USDA, Nonprofit, and/or Rural);

(E) Total Number of Units proposed;

(F) Census tract number in which the Development Site is located, and a map of that census tract with an outline of the proposed Development Site;

(G) Expected score for each of the scoring items identified in the pre-application materials;

(H) Proposed name of ownership entity; and

(I) Disclosure of the following Undesirable Neighborhood Characteristics under §10.101(a)(3):

(i) The Development Site is located in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.

(ii) The Development Site is located within the attendance zones of an elementary school, a middle school or a high school that does not have a Met Standard rating by the Texas Education Agency.

(2) Evidence in the form of a certification provided in the pre-application, that all of the notifications required under this paragraph have been made. (§2306.6704)

(A) The Applicant must list in the pre-application all Neighborhood Organizations on record with the county or state whose boundaries include the entire proposed Development Site as of the beginning of the Application Acceptance Period.

(B) Notification Recipients. No later than the date the pre-application is submitted, notification must be sent to all of the persons or entities prescribed in clauses (i) – (viii) of this subparagraph. Developments located in an ETJ of a municipality are required to notify both municipal and county officials. The notifications may be sent by e-mail, fax or mail with registered return receipt or similar tracking mechanism in the format required in the Public Notification Template provided in the Uniform 2018 Multifamily Application Template. The Applicant is required to retain proof of delivery in the event the Department requests proof of notification. Acceptable evidence of such delivery is demonstrated by signed receipt for mail or courier delivery and confirmation of delivery for fax and e-mail. Officials to be notified are those officials in office at the time the pre-application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full Application. Meetings and discussions do not
constitute notification. Only a timely and compliant written notification to the correct person constitutes notification.

(i) Neighborhood Organizations on record with the state or county as of the beginning of the Application Acceptance Period whose boundaries include the entire proposed Development Site;

(ii) Superintendent of the school district in which the Development Site is located;

(iii) Presiding officer of the board of trustees of the school district in which the Development Site is located;

(iv) Mayor of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(v) All elected members of the Governing Body of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(vi) Presiding officer of the Governing Body of the county in which the Development Site is located;

(vii) All elected members of the Governing Body of the county in which the Development Site is located; and

(viii) State Senator and State Representative of the districts whose boundaries include the proposed Development Site;

(C) Contents of Notification.

(i) The notification must include, at a minimum, all of the information described in subclauses (I) – (VI) of this clause.

(I) the Applicant's name, address, an individual contact name and phone number;

(II) the Development name, address, city, and county;

(III) a statement informing the entity or individual being notified that the Applicant is submitting a request for Housing Tax Credits with the Texas Department of Housing and Community Affairs;

(IV) whether the Development proposes New Construction, Reconstruction, Adaptive Reuse, or Rehabilitation;

(V) the physical type of Development being proposed (e.g. single family homes, duplex, apartments, high-rise, etc.); and

(VI) the approximate total number of Units and approximate total number of Low-Income Units.

(ii) The Applicant must disclose that, in accordance with the Department's rules, aspects of the Development may not yet have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided;

(iii) The notification may not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification may not create the impression that the proposed Development will serve a Target Population exclusively or as a preference unless such targeting or preference is documented in the Application and is in full compliance with all applicable state and federal laws, including state and federal fair housing laws; and
(iv) Notifications or any other communications may not contain any statement that violates Department rules, statute, code, or federal requirements.

(c) Pre-Application Results. Only pre-applications which have satisfied all of the pre-application requirements, including those in §11.9(e)(3) of this chapter, will be eligible for pre-application points. The order and scores of those Developments released on the pre-application Submission Log do not represent a Commitment on the part of the Department or the Board to allocate tax credits to any Development and the Department bears no liability for decisions made by Applicants based on the results of the pre-application Submission Log. Inclusion of a pre-application on the pre-application Submission Log does not ensure that an Applicant will receive points for a pre-application.

§11.9. Competitive HTC Selection Criteria.

(a) General Information. This section identifies the scoring criteria used in evaluating and ranking Applications. The criteria identified in subsections (b) - (e) of this section include those items required under Tex. Gov't Code Chapter 2306, §42 of the Code, and other criteria established in a manner consistent with Chapter 2306 and §42 of the Code. There is no rounding of numbers in this section for any of the calculations in order to achieve the desired requirement or limitation, unless rounding is explicitly stated as allowed for that particular calculation or criteria. The Application must include one or more maps indicating the location of the Development Site and the related distance to the applicable facility. Distances are to be measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. For the purposes of this section, all measurements will include ingress/egress requirements and any easements regardless of how they will be held. Due to the highly competitive nature of the program, Applicants that elect points where supporting documentation is required but fail to provide any supporting documentation will not be allowed to cure the issue through an Administrative Deficiency. However, Department staff may provide the Applicant an opportunity to explain how they believe the Application, as submitted, meets the requirements for points or otherwise satisfies the requirements.

(b) Criteria promoting development of high quality housing.

(1) Size and Quality of the Units. (§2306.6710(b)(1)(D); §42(m)(1)(C)(iii)) An Application may qualify for up to fifteen (15) points under subparagraphs (A) and (B) of this paragraph.

(A) Unit Sizes (8 points). The Development must meet the minimum requirements identified in this subparagraph to qualify for points. Points for this item will be automatically granted for Applications involving Rehabilitation (excluding Reconstruction), for Developments receiving funding from USDA, or for Supportive Housing Developments without meeting these square footage minimums only if requested in the Self Scoring Form.

(i) five-hundred fifty (550) square feet for an Efficiency Unit;
(ii) six-hundred fifty (650) square feet for a one Bedroom Unit;
(iii) eight-hundred fifty (850) square feet for a two Bedroom Unit;
(iv) one-thousand fifty (1,050) square feet for a three Bedroom Unit; and
(v) one-thousand two-hundred fifty (1,250) square feet for a four Bedroom Unit.
MEETING HELD - MEMBERS PRESENT

The Board of Trustees of the Houston Independent School District (HISD) held a Regular Meeting on January 18, 2018, beginning at 2:05 PM in the Board Services Conference Room of the Hattie Mae White Educational Support Center, 4400 West 18th St., Houston, TX 77092.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rhonda Skillern-Jones</td>
<td>District II Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Wanda Adams</td>
<td>President and District IX Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Jolanda Jones</td>
<td>District IV Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Diana Davila</td>
<td>District VIII Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Holly Maria Flynn Vilaseca</td>
<td>District VI Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Anne Sung</td>
<td>District VII Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Elizabeth Santos</td>
<td>District I Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Sergio Lira</td>
<td>District III Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Susan Deigaard</td>
<td>District V Trustee</td>
<td>Present</td>
</tr>
</tbody>
</table>

ADJOURNMENT TO EXECUTIVE SESSION

The Board adjourned to closed or executive session at 2:05 p.m. under Section D of Chapter 551 of Texas Government Code, Open Meetings Act, Subsections 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, and 551.084 for the purposes stated in the notice of this meeting. If any final action, vote or decision on any matter considered in the closed session shall be required, such final action, vote or decision shall be taken at the open meeting covered by this notice upon the reconvening of this public meeting or at a subsequent meeting of the Board upon notice thereof.

RECONVENED IN OPEN SESSION IN THE BOARD AUDITORIUM

President Adams called to order the Regular Meeting of the Board of Education of the Houston Independent School District and declared the Board convened to consider matters pertaining to the Houston Independent School District as listed on the duly posted meeting notice.

MEDITATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

Cadet Raul Galvan, a senior at High School for Law and Justice led the Pledge of Allegiance and honors to the Texas flag.
SPECIAL RECOGNITIONS
School Board Recognition Month presented by Cody Holder with County Commissioner Jack Cagle’s office

Employee of the Month Presentation for February 2018, Rita Redix, Gallegos Elementary School

President’s Award to Business Operations

ELECTION OF OFFICERS
Speaker
Ben Becker

Board President
Trustee Davila nominated Rhonda Skillern-Jones for Board President. Trustee Jones seconded the nomination. There were no other nominations and Trustee Skillern-Jones was elected President unanimously 9-0.

First Vice President
Trustee Santos nominated Jolanda Jones for First Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Jones was elected First Vice President unanimously 9-0.

Second Vice President
Trustee Skillern-Jones nominated Anne Sung for Second Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Sung was elected Second Vice President unanimously 9-0.

Secretary
Trustee Jones nominated Sergio Lira for Secretary. Trustee Davila seconded the nomination. There were no other nominations and Trustee Lira was elected Secretary unanimously 9-0.

Assistant Secretary
Trustee Sung nominated Holly Maria Flynn Vilaseca as Assistant Secretary. Trustee Santos seconded the nomination. There were no other nominations and Trustee Flynn Vilaseca was elected Assistant Secretary unanimously 9-0.

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
MEETING RECESSED

President Skillern-Jones called for a brief recess at 5:49 p.m. in order to provide the Office of Board Services an opportunity to rearrange the seating arrangements for the newly elected officers.

MEETING RECONVENED

President Skillern-Jones reconvened the meeting at 6:00 p.m.

President Skillern-Jones presented Ms. Adams with an engraved plaque as outgoing Board President.

HEARING OF CITIZENS

- Roberto Centeno
- Deborah Mosichuk
- Sarah Terrell
- Jane Friou
- Karina Quesada-Leon
- Mindy Wilson
- Cynthia Cage
- Daniel Santos
- Yen Rabe
- Aaron McCloud
- Sarah Becker

A. SUPERINTENDENT'S PRIORITY ITEMS

A-1. Approval Of Personal Services Performed By The Superintendent, Including Speaking Engagements, Panel Discussions, Workshops, Etc., In Accordance With Texas Education Code Section 11.201(E)


- Achieve 180 Monthly Report
- Kashmere Gardens Elementary School Presentation
- Key Middle School Presentation

A-3. Board Monitoring Update: Presentation Of Goal 1 Progress Measure 1.2 And Goal 3 Progress Measure 3.1

- January 2018 Goals And GPM Update
- Goal Monitoring Report - January 2018

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
B. TRUSTEE ITEMS


NO ACTION TAKEN

B-2. Approval Of The Board's Quarterly Self-Evaluations, Time Use Tracker, And Quarterly Progress Tracker In Accordance With The Texas Education Agency Implementation Integrity Instrument

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillem-Jones, Adams, Davila, Flynn Vilaseca, Sung, Lira, Deigaard
NAYS: Jones, Santos

C. CLOSED SESSION

C-1. Personnel

a. Deliberate the duties of the superintendent of schools, chief officers, assistant superintendents, principals, employees, chief audit executive, and board members; evaluations of the superintendent and chief audit executive, consideration of compensation, and contractual provisions.

b. Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, chief officers, assistant superintendents, and other administrators, and, if necessary, approve waiver and release and compromise agreements.

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a finding of no good cause for educators to resign or abandon employment contracts without District consent under Sections 21.105(c); 21.160(c), or 21.210(c) of the Texas Education Code as discussed in closed session, effective January 19, 2018, and authorize the Superintendent or his designee to submit a written complaint to SBEC to impose sanctions was approved.

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve terminations of probationary contracts and proposed nonrenewals of term contracts and authorize the superintendent to provide notice of same, as discussed in closed session, effective January 19, 2018 was approved.

C-2. Legal Matters
a. Matters on which the district's attorney's duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law
b. Pending or contemplated litigation matters and status report
c. Update in the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917
d. Consideration and approval of a limited waiver of an attorney-client privileged letter dated May 18, 2015 from Attorney Michelle Morris related to the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a limited waiver of an attorney-client privileged letter dated May 18, 2015, on the terms
discussed in closed session, effective January 19, 2018 was approved.

<table>
<thead>
<tr>
<th>RESULT:</th>
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</tr>
<tr>
<td>SECONDER:</td>
<td>Diana Davila, District VIII Trustee</td>
</tr>
<tr>
<td>AYES:</td>
<td>Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>Skillem-Jones</td>
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</table>

e. Status update and possible action in the matter of Reba Carter, et al. v. HISD; in the U.S. District Court for the Southern District of Texas, Houston Division; Civil Action No. 4:14-CV-01390 NO ACTION TAKEN

f. Discussion and possible action in the matter of Houston Independent School District v. Texas Workforce Commission; in Travis County, Texas; Cause No. D-1-GN-000534 NO ACTION TAKEN

g. Consideration and authority to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836, on the terms discussed in closed session, effective January 19, 2018 was approved.

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<tr>
<td>ABSTAIN:</td>
<td>Skillem-Jones</td>
</tr>
</tbody>
</table>

h. Consideration and approval of Confidential Settlement Agreement and Release of All Claims regarding Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer, on the terms

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillern-Jones

i. Update regarding Hurricane Harvey claims

C-3. Real Estate

D. ACADEMIC SERVICES

D-1. Approval Of Current And Anticipated Donations For Districtwide And School-Specific Programs And Authorization To Negotiate, Execute, And Amend Necessary Contracts Associated With These Donations

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

D-2. Acceptance Of Grant Funds In Support Of Districtwide And School-Specific Programs And Authorization To Negotiate And Execute Contracts Required Under The Grants

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

D-3. Approval Of Resolution Of The Board Of Education To Approve Campus Turnaround Plans For Year Two Improvement Required Campuses

Speaker

Gerry Monroe

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillel-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung,
Santos, Lira, Deigaard

E. SCHOOL OFFICES – NO ITEMS
F. STUDENT SUPPORT – NO ITEMS
G. HUMAN RESOURCES – NO ITEMS

H. BUSINESS OPERATIONS

H-1. Ratification Of Use Of The Tax Increment Reinvestment Zone Fund For The Leveling And Drainage Repairs Of The Sports Field At Carter Woodson K–8 School

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillel-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung,
Santos, Lira, Deigaard

I. FINANCE

I-1. Approval Of Vendor Awards For Purchases Over $100,000 And Ratification Of Vendor Awards For Purchases Under $100,000

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillel-Jones, Adams, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
NAYS: Jones, Davila

I-2. Approval Of Resolution Declaring Intention To Reimburse Project Expenditures

Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
I-3. Approval To Negotiate And Execute A Contract For Onsite Benefits Administration Services

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

I-4. Adoption Of Penalty On Tax Year 2017 Delinquent Taxes For The Houston Independent School District In Accordance With Section 33.07 Of The Texas Property Tax Code

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

J. OTHER – NO ITEMS

K. POLICY

K-1. Proposed Revisions To Board Policy CAA(LOCAL), Fiscal Management Goals And Objectives: Financial Ethics—First Reading

Speaker

Gerry Monroe

Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Villaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Villaseca, Sung,
Santos, Lira, Delgado

L. SUPERINTENDENT'S INFORMATION ITEMS

ADJOURNMENT

There being no further business, the meeting adjourned at 9:15 p.m.

MINUTES APPROVED

The foregoing minutes of the Regular Meeting of the Board of Education of the Houston Independent School District held on January 18, 2018 the Board Auditorium of the Hattie Mae White Educational Support Center of the Houston Independent School District, 4400 West 18th Street, Houston, Texas, were duly approved at a Special meeting held on February 1, 2018.

Rhonda Skillem-Jones
Board of Education, President
Houston Independent School District

Sergio Lira
Board of Education, Secretary
Houston Independent School District

Any supplemental information to Agenda items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
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.

X Notifications made at Pre-Application (Competitive HTC only):

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

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

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

Notifications made at Application:

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

Part 2.

Notifications - Form and Content:

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

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

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

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

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

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

Part 3.

X No Neighborhood Organizations exist (Competitive HTC only).

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

Part 4.

Certification

By:

[Signature]

Date: 2/28/18

Printed Name: Doan Brown

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2018

Notary Public Signature
An application must contain at a minimum the following written, detailed information in a form prescribed by the board:

1. a description of:
   - (A) the financing plan for the development, including any nontraditional financing arrangements;
   - (B) the use of funds with respect to the development;
   - (C) the funding sources for the development, including:
     - (i) construction, permanent, and bridge loans; and
     - (ii) rents, operating subsidies, and replacement reserves; and
   - (D) the commitment status of the funding sources for the development;

2. if syndication costs are included in the eligible basis, a justification of the syndication costs for each cost category by an attorney or accountant specializing in tax matters;

3. from a syndicator or a financial consultant of the applicant, an estimate of the amount of equity dollars expected to be raised for the development in conjunction with the amount of housing tax credits requested for allocation to the applicant, including:
(ii) rents, operating subsidies, and replacement reserves; and

(D) the commitment status of the funding sources for the development;

(2) if syndication costs are included in the eligible basis, a justification of the syndication costs for each cost category by an attorney or accountant specializing in tax matters;

(3) from a syndicator or a financial consultant of the applicant, an estimate of the amount of equity dollars expected to be raised for the development in conjunction with the amount of housing tax credits requested for allocation to the applicant, including:

(A) pay-in schedules; and

(B) syndicator consulting fees and other syndication costs;

(4) if rental assistance, an operating subsidy, or an annuity is proposed for the development, any related contract or other agreement securing those funds and an identification of:

(A) the source and annual amount of the funds;

(B) the number of units receiving the funds; and

(C) the term and expiration date of the contract or other agreement;

(5) if the development is located within the boundaries of a political subdivision with a zoning ordinance, evidence in the form of a letter from the chief executive officer of the political subdivision or from another local official with jurisdiction over zoning matters that states that:

(A) the development is permitted under the provisions of the ordinance that apply to the location of the development; or

(B) the applicant is in the process of seeking the appropriate zoning and has signed and provided to the political subdivision a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning is denied;

(6) if an occupied development is proposed for rehabilitation:

(A) an explanation of the process used to notify and consult with the tenants in preparing the application;

(B) a relocation plan outlining:

(i) relocation requirements; and

(ii) a budget with an identified funding source; and

(C) if applicable, evidence that the relocation plan has been submitted to the appropriate local agency;
(B) a relocation plan outlining:

(i) relocation requirements; and

(ii) a budget with an identified funding source; and

(C) if applicable, evidence that the relocation plan has been submitted to the appropriate local agency;

(7) a certification of the applicant's compliance with appropriate state and federal laws, as required by other
state law or by the board;

(8) any other information required by the board in the qualified allocation plan; and

(9) evidence that the applicant has notified the following entities with respect to the filing of the application:

(A) any neighborhood organizations on record with the state or county in which the development is to be
located and whose boundaries contain the proposed development site;

(B) the superintendent and the presiding officer of the board of trustees of the school district containing the
development;

(C) the presiding officer of the governing body of any municipality containing the development and all elected
members of that body;

(D) the presiding officer of the governing body of the county containing the development and all elected
members of that body; and

(E) the state senator and state representative of the district containing the development.
EARNEST MONEY CONTRACT

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This Earnest Money Contract ("Agreement") is made by and between KOELSCH FRANCES H ET AL (hereinafter referred to as "Seller"), and BROWNSTONE VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I.
PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 11.4431 +/- acre tract(s) or parcel of land in TRS 12C-1 12D 12E & 12F ABST 56 H B PRENTISS located on the northeast corner of the Lancaster St. and Belfort St. intersection in the City of Houston, Harris County, Texas and being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller’s right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II.
PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price for said property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($1,250,000.00). The purchase price is calculated on the basis of $2.51 per square foot.

2.02 Adjustment to Purchase Price. None

*Birtt name
** Brownstone

RSK
Payment of Purchase Price

2.03 The purchase price shall be payable as follows:

(a) Purchaser has delivered for deposit with Alamo Title Company, 1800 Bering, Ste. 150, Houston, Texas 77057, Attention: Tom Hamilton (hereinafter referred to as the “Title Company”) a cash sum (hereinafter referred to as the “Earnest Money”) in the amount of $30,000.00 not later than three days after the Effective Date, as set out in Article III, which shall be credited to the purchase price.

(b) At closing, the entire purchase price shall be paid in cash.

ARTICLE III.
EARNEST MONEY

3.01 For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of $30,000.00 with the Title Company.

ARTICLE IV.
CONDITIONS TO PURCHASER’S OBLIGATIONS

4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser’s cost.

4.02 In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Seller agrees to cooperate with Purchaser in making application with the City of Houston for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller’s title (the “Title Commitment”) and binding the Title Company to issue at the closing an Owner’s Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the purchase price, together with legible copies of all documents constituting exceptions to Seller’s title (the “Exception Documents”).
Survey

4.04 It is agreed that following execution of this Agreement Purchaser shall obtain an updated survey at Purchaser's expense (the "Survey"). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit "A" attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days after receipt of the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment. Purchaser shall have twenty (20) days after receipt of the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Survey. Collectively the Title Review Period. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a "Permitted Exception."

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within fifteen (15) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each uncured objection being also deemed a Permitted Exception).

ARTICLE V.
CONDITION OF PROPERTY
AND
FEASIBILITY PERIOD

5.01 Seller shall deliver possession of the premises to Purchaser in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS."

5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS". THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND THE PROVISIONS OF THE PARAGRAPH 4.04 HEREINBELOW, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY:
SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.

Feasibility Period

5.04 Purchaser may terminate this Agreement for any reason on or before July 31, 2018 by providing Seller written notice of termination subject to the following conditions:

(a) Immediately upon the execution of this Contract, the Title Company will release $2,000.00 of Earnest Money to the Seller to retain as independent consideration for Purchaser's unrestricted right to terminate during this time. Within three (3) days of the Effective Date, Title Company shall pay to Seller this amount.

(b) If this Agreement is terminated by Purchaser on or after December 4, 2017, but before January 28, 2018, the Earnest Money will be refunded to Purchaser less $4,000.00 that Seller will have retained as independent consideration for Purchaser's unrestricted right to terminate during this time. On January 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(c) If this Agreement is terminated by Purchaser on or after January 28, 2018, but before March 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $10,000.00 that Seller will have retained as independent consideration for Purchaser's unrestricted right to terminate during this time. On March 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(d) If this Agreement is terminated by Purchaser on or after March 28, 2018 but before May 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $20,000.00 that Seller will have retained as independent consideration for Purchaser's unrestricted right to
terminate during this time. On May 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(e) If this Agreement is terminated by Purchaser on or after May 28, 2018, but before July 31, 2018, the remainder of the Earnest Money will be released by Title Company to the Seller and Seller will retain this independent consideration for Purchaser’s unrestricted right to terminate. On July 31, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(f) If this Agreement has not been terminated by Purchaser on or before July 31, 2018, Purchaser shall deposit additional non-refundable Earnest Money in the amount of $30,000.00 with the Title Company within three (3) days of July 31, 2018. Said additional Earnest Money once obtain by the Title Company shall be immediately released to the Seller.

(g) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the purchase price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

(a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).

(c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.

(d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.

(e) A&B Soil Lot (Billy Adams) on notice -- can vacate w/i hours

5
(f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.

(g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.

(h) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.

(i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller's actual knowledge is any such action contemplated or pending by or against Seller or the Property.

(j) To Seller's actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties, (i) "Hazardous Materials" shall mean any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

Please see Texas Supreme Court #04-0534

(k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.
5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI.
PURCHASERS’ REPRESENTATIONS

6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.

6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser’s organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII.
CLOSING

7.01 Closing shall occur at the Title Company’s office on or before 15 days after the expiration of the Feasibility Period (the “Closing Date”). General real estate taxes for the year of closing relating to the property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds.

Seller will pay any “rollback” taxes assessed for the periods prior to closing, if applicable, and pay or credit to Purchaser Seller’s pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

Extension of Closing Date

7.02 Purchaser shall have the right to extend the Closing Date, for five (5) additional periods of thirty (30) days, each, for a fee of $10,000.00, for the first 30 day extension and $10,000.00 each, for the remaining four (4) extension periods. There shall be no further extensions granted to Purchaser. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the purchase price.

7.03 All costs and expenses of closing in consummating the sale and purchase of the property shall be borne and paid as follows:
(a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.

(b) Purchaser’s owner’s title policy shall be paid by Seller for a title insurance policy with an insured face value of the purchase price;

(c) Recording fees paid by Purchaser.

(d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Seller.

(e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.

7.04 Seller’s Responsibilities. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller’s sole cost and expense:

(a) A commitment for an Owner’s Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing, insuring Purchaser’s fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.

(b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as Exhibit B conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.

(c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.

(d) Reasonable evidence (satisfactory to the Title Company) of Seller’s capacity and authority for closing this transaction.

(e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 Purchaser’s Responsibilities. At the Closing Purchaser shall deliver to Seller, at Purchaser’s sole cost and expense, the following:
(a) The sales price of the Property paid in "good funds".

(b) Reasonable evidence (satisfactory to the Title Company) of Purchaser's capacity and authority for closing this transaction.

(c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII.
BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser's only remedies against Seller shall be the return to Purchaser of the Purchaser's Earnest Money and any Extension Fees, if applicable, or enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX.
BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller's only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller's sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the title company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X.
BROKERAGE FEES

All brokerage fees will be paid by seller.

ARTICLE XI.
MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

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

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

RSK
Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the “Effective Date”) shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]
DATED THIS 18th day of December, 2017.

SELLER:

KOELSCH FRANCES H ET AL

By:  
Name: Robert Stuart Koelsch  
Title: Trustee

ADDRESS OF SELLER:

922 Omar Street  
Houston, TX 77009  
Phone: (832) 607-0175  
Email: franny@koelschgallery.com

PURCHASER:

BROWNSTONE VENTURES, LLC

By:  
Doak Brown, Manager

ADDRESS OF PURCHASER:

Attention: Doak D. Brown  
6517 Mapleridge  
Houston, Texas 77081  
Phone: 713-432-7727  
E-mail: doak@thebrownstonegroup.net

RSK
EXHIBIT "B"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF Travis

KNOW ALL MEN BY THESE PRESENTS

THAT Robert Koelsch (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, Brownstone Ventures (herein called "Grantee"), Grantee's address for the purposes hereof being 6517 Mapleridge, Houston, Texas 77081 the following described real property together with all improvements and fixtures (if any) thereon, and all rights and appurtenances pertaining to such real property, including any right, title and interest of Grantor in and to any and all roads or streets affecting, benefiting or bounding such real property, any easements benefiting such real property, and any strips or gores of property abutting or bounding such real property (collectively, the "Property"), to-wit:

See Exhibit A attached hereto.

This conveyance is made and accepted subject to those matters set forth on Exhibit B attached hereto and made a part hereof to the extent that same are valid, in existence, and enforceable (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however, to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

* Brownstone Ventures LLC

RSK
Ad valorem taxes for the year 2018 have been prorated as of the effective date hereof between Grantor and Grantee, and payment of ad valorem taxes for 2018 and subsequent years for the Property is hereby assumed by Grantee.

EXECUTED as of the date of the acknowledgment hereto, and delivered and effective the 18th day of December, 2018.

GRANTOR:

By: _____________________________
Name: Robert Stuart Koelsch
Title: Trustee

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on December 18, 2018, by Robert Stuart Koelsch of Travis County, Texas, on behalf of said Seller.

Notary Public, State of Texas

RSK

EXHIBIT “B” – 2
Receipt For Funds

Brand:
Alamo Title Company

Profit Center:
ATCH-01COM

Order Number:
ATCH17075297-TH

Trust Acct. Code:
TXAHOUCAB8996

Bank Name:
Cadence Bank, N.A.

Trust Acct. Date:
12/20/17

Reference Number:
101001508

Ledger ID:
ATCH17075297

Buyer/Borrower:
Brownstone Ventures, LLC

Seller:
Koelsch Frances H ET Al

Property Address:
11.4431 acres on TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

Transaction Date:
12/20/17

Original User ID:
FNFGLOBAL\hamilton

Amount: $30,000.00

Received From:
Brownstone Ventures, LLC

Type of Funds Received:
Check

Bank Drawn On:
International Bank of Commerce

From Check Number:
13065

ABA Routing Number:
113000861

Account Number:
1110522134

Received the above funds:

Date: 12/20/2017

By: [Signature]

**CASH DEPOSIT VERIFIED

By: [Signature]

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.

2. The charge to set up and service the interest bearing account is $______.

3. As an example, the amount of interest you can earn on a deposit of $1,000.00 for a thirty day period at an interest of 4% is $3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.

4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

Reference Number: 101001508
THE LANGUAGE SET FORTH BELOW MUST BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER MUST BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Federal Bureau of Investigation:**

[http://www.fbi.gov](http://www.fbi.gov)

**Internet Crime Complaint Center:**

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

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

Alamo Title Insurance

By:

[Signature]

President

Attest:

[Signature]

Secretary

CONDITIONS AND STIPULATIONS

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

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

Effective Date: February 6, 2018 at 8:00 AM
Commitment No.: ATCH17075297-Commitment for Title Insurance (T-7) - 2014

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:
      PROPOSED INSURED:
   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: $1,250,000.00
      PROPOSED INSURED: BAH Lancaster Senior Village, Ltd.

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

3. Record title to the land on the Effective Date appears to be vested in:
   Francita Stuart Koelsch now known as Francita Stuart Koelsch Ulmer; and Robert Stuart Koelsch and Frances Hubbard Koelsch also known as Frances Koelsch Frietsch, Individually and as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust
SCHEDULE A
(continued)

4. Legal description of land:

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 58, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31'00" EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100' R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49'15" WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08'45" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56'30" WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERLY LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 71°20'00" EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1410.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

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

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: ATCH17075297
GF No.: ATCH-01COM-ATCH17075297TH

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item 1, Schedule B is hereby deleted.

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

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

   (Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

   (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)
Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession.

b. Intentionally deleted.

c. Any and all leases, recorded or unrecorded, with rights of tenants in possession.

d. Intentionally deleted.


f. Intentionally deleted.

g. Ordinance describing the northerly right of way line of Bellfort Avenue recorded in Volume 4184, Page 514 (Harris County Clerk’s File No. B251173) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

h. Ordinance describing the east right-of-way line of Lancaster Street recorded in Volume 6225, Page 160 (Harris County Clerk’s File No. C239842) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

i. The following matters shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565:

i) Building line twenty-five (25) feet in width along the South property lines;

ii) Building line ten (10) feet in width along the West property line; and

iii) Gas pipeline valve located on the South property line.

j. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

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

Commitment No.: ATCH17075297 GF No.: ATCH-01COM-ATCH17075297TH

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

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

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

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

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

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

6. We must determine the marital status of records owners and require joinder where applicable.

7. We must be furnished a copy of the Frances Wells Stuart 1992 Family Trust and any amendments thereto for review.

8. 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 limited partnership named below.

   Name: BAH Lancaster Senior Village, Ltd., a limited partnership
   a) A copy of the partnership agreement and all amendments thereto.
   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.

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

9. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor
SCHEDULE C
(continued)

and supplied to the Company prior to the close of escrow.

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

10. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner's policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

VESTING: The last Deed found of record affecting the subject property was a Special Warranty Gift Deed recorded on April 25, 2017 under Harris County Clerk's File No. RP-2017-175512, wherein the record owner acquired the subject property.

Title appears to have been vested in Francita Stuart Koelsch now known as Francita Stuart Koelsch Ulmer; and Robert Stuart Koelsch and Frances Hubbard Koelsch also known as Frances Koelsch Frietsch, Individually and as Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust since at lease 1976, being part of that tract of land conveyed to Stuart, Koelsch, et al by virtue of the Will of Robert C. Stuart, Deceased, in Cause Number 142727 in Harris County, Texas.

Prior Deed and Correction Deed recorded under Harris County Clerk's File Numbers P025656 and P253466, respectively, wherein title was vested in Francita Stuart Koelsch.

11. Note –Important Notice

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

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

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

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

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

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

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

   **Directors**: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grealish, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes

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

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

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

   **Owners**: Alamo Title Holding Company owns 100% of **Alamo Title Company**

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

   **Owners**: FNNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Company**

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

   **Directors**: Raymond Randall Quirk, Anthony John Park

   **Officers**: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)

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

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

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

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

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$7,001.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$7,001.00</td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Percent/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.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: 
To: BAH Lancaster Senior Village, Ltd.
Property: 11.4431 acres om TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

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

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

<table>
<thead>
<tr>
<th>Settlement Service Provider:</th>
<th>Type of Settlement Provided:</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment
I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(continued)

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

Brownstone Ventures, LLC

BY: ____________________________ Date

Doak D. Brown, Manager

                      Date

                      Date

                      Date
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
TEXAS TITLE INSURANCE INFORMATION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<table>
<thead>
<tr>
<th>Types of Information Collected</th>
<th>How Information is Collected</th>
<th>Use of Collected Information</th>
<th>When Information Is Disclosed</th>
<th>Choices With Your Information</th>
<th>Information From Children</th>
<th>Privacy Outside the Website</th>
<th>International Users</th>
<th>The California Online Privacy Protection Act</th>
<th>Your Consent To This Privacy Notice</th>
<th>Access and Correction: Contact Us</th>
</tr>
</thead>
<tbody>
<tr>
<td>You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</td>
<td>We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</td>
<td>We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
<td>Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</td>
<td>We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
<td>We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</td>
<td>Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</td>
<td>If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</td>
</tr>
</tbody>
</table>
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

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

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

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

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

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

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

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

**When Information Is Disclosed**

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

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

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

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

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

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

**Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
• for our affiliates’ everyday business purposes – information about your transactions and experiences.
You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):  
• for our affiliates’ everyday business purposes – information about your creditworthiness; and  
• for our affiliates to market to you.

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

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

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

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

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

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

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

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

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

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

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

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

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

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

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
ASSIGNMENT AND ASSUMPTION
OF
EARNEST MONEY CONTRACT

This Assignment and Assumption is made and entered into by Brownstone Ventures, LLC ("Assignor") and BAH Lancaster Senior Village, Ltd. ("Assignee"), effective as of February 28, 2018.

Assignor, as Purchaser, entered into that certain Earnest Money Contract dated December 18, 2017 (as amended, the “Agreement”) wherein Assignor agreed to purchase from Frances H. Koelsch and Robert S. Koelsch, both in their individual capacities and as trustees of the Frances Wells Stuart 1992 Family Trust (the “Seller”) the property consisting of 11.3503 acres +/-, as more particularly described in the Agreement, located in Houston, Texas (the “Property). Assignor desires to assign to Assignee the rights, titles and interests of Assignor as Purchaser under the Agreement, and Assignee desires to accept such assignment and to assume all the obligations of Assignor set forth in the Agreement from and after the date hereof relating to the purchase of the Property.

For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor’s rights, titles and interests in, to and under the Agreement and all due diligence materials furnished to Assignor by Seller, or obtained by Assignor, in connection therewith. It is expressly understood and agreed that such assignment shall include Assignor’s rights, titles and interests in and to the earnest money which has been deposited by Assignor under the Agreement. Assignor represents to Assignee that Assignor has furnished to Assignee a true, correct and complete copy of the Agreement.

In witness whereof, Assignor and Assignee have executed this Assignment and Assumption effective as of the date above.

ASSIGNOR:

Brownstone Ventures, LLC, a Texas Limited Liability Company

By: ____________________________
    Doak D. Brown, Manager

ASSIGNEE:

BAH Lancaster Senior Village, Ltd., a Texas limited partnership

By: BAH Lancaster Senior Village GP, LLC, a Texas limited liability company, its General Partner

By: ____________________________
    Doak D. Brown, Manager
FIRST AMENDMENT
TO
EARNEST MONEY CONTRACT

This First Amendment to Earnest Money Contract (this "Amendment") is made and entered into by and between Frances H. Koelsch and Robert S. Koelsch, both in their individual capacities and as trustees of the Frances Wells Stuart 1992 Family Trust (hereinafter called "Seller") and Brownstone Ventures, LLC, a Texas limited liability company (hereinafter called "Purchaser"), effective as of January 8, 2018 (the "Effective Date").

Recitals

1. Seller and Purchaser are parties to that certain Earnest Money Contract having an effective date of December 18, 2017 and receipted with the title company on December 20, 2017 (as amended, the "Contract"); wherein Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, subject to the terms and provisions of the Contract, the "Property," as such term is defined in the Contract. Other capitalized terms used but not defined herein shall have the meanings given to them in the Contract.

2. Subsequent to the Title Company's receipt of the Contract and Purchaser's payment of the Earnest Money, Seller reached out to Purchaser to correct the Seller's signature block.

3. Seller and Purchaser by this Amendment desire to amend the Contract in certain respects.

Agreements

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree to amend the Contract as follows:

A. Exhibit A of the Contract is hereby replaced with Exhibit A attached hereto.

B. The defined term for Seller in the recital paragraph of the Contract shall herein be revised to reflect the following: Frances H. Koelsch and Robert S. Koelsch, both in their individual capacities and as trustees of the Frances Wells Stuart 1992 Family Trust.

C. Seller(s) by signing below herein acknowledge, agree and affirm the terms of the receipted Contract that is attached hereto as Exhibit "B".

D. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original hereof. Each of Seller and Purchaser agrees that its signature page may be detached from any one such counterpart and attached to an identical counterpart so that there is one counterpart containing the signature pages of both Seller and Purchaser.
E. This Amendment shall (i) inure to, and be binding upon, Seller and Purchaser and their respective successors, assigns and legal representatives; and (ii) be governed by and construed in accordance with the laws of the State of Texas.

F. Except as amended by this Amendment, the Contract remains in full force and effect as written. Seller and Purchaser hereby ratify and reaffirm the terms and provisions of the Contract, as amended by this Amendment.

In witness whereof, Seller and Purchaser have executed this Amendment as of the date set forth above.

SELLER:

[Signature]

Frances H. Koelsch, Individually and as Trustee of the Frances Wells Stuart 1992 Family Trust

Robert S. Koelsch, Individually and as Trustee of the Frances Wells Stuart 1992 Family Trust

PURCHASER:

Brownstone Ventures, LLC, a Texas limited liability company

By: [Signature]

Doak D. Brown, Manager

RSK
EXHIBIT A

Description of the Property
LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 126, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.

PRO-SURV
P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE: 281-995-1113 FAX: 281-996-0112
EMAIL: orders@prosurv.net
T.S.P.L. FIRM #10119300

ONLY SURVEY MAPS WITH THE SURVEYOR'S ORIGINAL SIGNATURE ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.

©2017 PRO-SURV - ALL RIGHTS RESERVED
EXHIBIT B

Earnest Money Contract receipted by Title Company
### Receipt For Funds

<table>
<thead>
<tr>
<th>Trust Acct. Code</th>
<th>Bank Name</th>
<th>Trust Acct. Date</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>TXAHOUUCAB8996</td>
<td>Cadence Bank, N.A.</td>
<td>12/20/17</td>
<td>101001508</td>
</tr>
</tbody>
</table>

**Ledger ID:** ATCH17075297  
**Buyer/Borrower:** Brownstone Ventures, LLC  
**Seller:** Koelsch Frances H ET Al  
**Property Address:** 11.4431 acres on TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

**Transaction Date:** 12/20/17  
**Original User ID:** FNFGLOBAL\thamilton

**Amount:** $30,000.00  
**Received From:** Brownstone Ventures, LLC

**Type of Funds Received:** Check

<table>
<thead>
<tr>
<th>Bank Drawn On:</th>
<th>From Check Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Bank of Commerce</td>
<td>13065</td>
</tr>
<tr>
<td>ABA Routing Number:</td>
<td>Account Number:</td>
</tr>
<tr>
<td>113000861</td>
<td>1110522134</td>
</tr>
</tbody>
</table>

**Received the above funds:**

**Date:** 12/20/2017  
**By:** [Signature]  
**By:** [Signature]

"CASH DEPOSIT VERIFIED"

---

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

**NOTICE OF OPPORTUNITY TO EARN INTEREST**

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.
2. The charge to set up and service the interest bearing account is $___.
3. As an example, the amount of interest you can earn on a deposit of $1,000.00 for a thirty day period at an interest of 4% is $3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

**Reference Number:** 101001508
EARNEST MONEY CONTRACT

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This Earnest Money Contract ("Agreement") is made by and between KOELSCH FRANCES H ET AL (hereinafter referred to as "Seller"), and BROWNSTONE VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I.
PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 11.4431 +/- acre tract(s) or parcel of land in TRS 12C-1 12D 12E & 12F ABST 56 H B PRENTISS located on the northeast corner of the Lancaster St. and Belfort St. intersection in the City of Houston, Harris County, Texas and being more particularly described on Exhibit "A" attached hereto and incorporated hereinafter by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller’s right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II.
PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price for said property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($1,250,000.00). The purchase price is calculated on the basis of $2.51 per square foot.

2.02 Adjustment to Purchase Price. None

* Birth name
** Brownstone

RSK
Payment of Purchase Price

2.03 The purchase price shall be payable as follows:

(a) Purchaser has delivered for deposit with Alamo Title Company, 1800 Bering, Ste. 150, Houston, Texas 77057, Attention: Tom Hamilton (hereinafter referred to as the "Title Company") a cash sum (hereinafter referred to as the "Earnest Money") in the amount of $30,000.00 not later than three days after the Effective Date, as set out in Article III, which shall be credited to the purchase price.

(b) At closing, the entire purchase price shall be paid in cash.

ARTICLE III.
EARNEST MONEY

3.01 For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of $30,000.00 with the Title Company.

ARTICLE IV.
CONDITIONS TO PURCHASER'S OBLIGATIONS

4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser’s cost.

4.02 In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Seller agrees to cooperate with Purchaser in making application with the City of Houston for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller’s title (the "Title Commitment") and binding the Title Company to issue at the closing an Owner’s Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the purchase price, together with legible copies of all documents constituting exceptions to Seller’s title (the "Exception Documents").
Survey

4.04 It is agreed that following execution of this Agreement Purchaser shall obtain an updated survey at Purchaser’s expense (the “Survey”). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit “A” attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days after receipt of the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment. Purchaser shall have twenty (20) days after receipt of the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Survey. Collectively the Title Review Period. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a “Permitted Exception.”

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within fifteen (15) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each uncured objection being also deemed a Permitted Exception).

ARTICLE V.
CONDITION OF PROPERTY
AND
FEASIBILITY PERIOD

5.01 Seller shall deliver possession of the premises to Purchaser in its present condition “AS IS, WHERE IS AND WITH ALL FAULTS.”

5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED “AS IS, WHERE IS AND WITH ALL FAULTS”. THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN “AS IS, WHERE IS, AND WITH ALL FAULTS” CONDITION BASED SOLELY ON PURCHASER’S OWN INSPECTION THEREOF AND THE PROVISIONS OF THE PARAGRAPH 4.04 HEREBELOW, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY.
SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.

Feasibility Period

5.04 Purchaser may terminate this Agreement for any reason on or before July 31, 2018 by providing Seller written notice of termination subject to the following conditions:

(a) Immediately upon the execution of this Contract, the Title Company will release $2,000.00 of Earnest Money to the Seller to retain as independent consideration for Purchaser’s unrestricted right to terminate during this time. Within three (3) days of the Effective Date, Title Company shall pay to Seller this amount.

(b) If this Agreement is terminated by Purchaser on or after December 4, 2017, but before January 28, 2018, the Earnest Money will be refunded to Purchaser less $4,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to terminate during this time. On January 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(c) If this Agreement is terminated by Purchaser on or after January 28, 2018, but before March 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $10,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to terminate during this time. On March 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(d) If this Agreement is terminated by Purchaser on or after March 28, 2018 but before May 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $20,000.00 that Seller will have retained as independent consideration for Purchaser’s unrestricted right to
terminate during this time. On May 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(c) If this Agreement is terminated by Purchaser on or after May 28, 2018, but before July 31, 2018, the remainder of the Earnest Money will be released by Title Company to the Seller and Seller will retain this independent consideration for Purchaser’s unrestricted right to terminate. On July 31, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(f) If this Agreement has not been terminated by Purchaser on or before July 31, 2018, Purchaser shall deposit additional non-refundable Earnest Money in the amount of $30,000.00 with the Title Company within three (3) days of July 31, 2018. Said additional Earnest Money once obtain by the Title Company shall be immediately released to the Seller.

(g) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the purchase price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

(a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).

(c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.

(d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.

A&B Soil Lot (Billy Adams) on notice – can vacate w/i hours

(e) There are no actions, suits, claims, assessments, or proceedings pending, to Seller’s actual knowledge, threatened, against the Property.
(f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.

(g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.

(h) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.

(i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws has been filed by or against Seller or the Property nor to Seller's actual knowledge is any such action contemplated or pending by or against Seller or the Property.

(j) To Seller's actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties, (i) "Hazardous Materials" shall mean any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

Please see Texas Supreme Court #04-0534

(k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.
Seller represents to Purchaser that there is no restriction against multifamily use on the Property.

5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI.
PURCHASERS' REPRESENTATIONS

6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.

6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser's organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII.
CLOSING

7.01 Closing shall occur at the Title Company's office on or before 15 days after the expiration of the Feasibility Period (the "Closing Date"). General real estate taxes for the year of closing relating to the property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds.

Seller will pay any "rollback" taxes assessed for the periods prior to closing, if applicable, and pay or credit to Purchaser Seller's pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

Extension of Closing Date

7.02 Purchaser shall have the right to extend the Closing Date, for five (5) additional periods of thirty (30) days, each, for a fee of $10,000.00, for the first 30 day extension and $10,000.00 each, for the remaining four (4) extension periods. There shall be no further extensions granted to Purchaser. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the purchase price.

7.03 All costs and expenses of closing in consummating the sale and purchase of the property shall be borne and paid as follows:
(a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.

(b) Purchaser’s owner’s title policy shall be paid by Seller for a title insurance policy with an insured face value of the purchase price;

(c) Recording fees paid by Purchaser.

(d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Seller.

(e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.

7.04 Seller’s Responsibilities. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller’s sole cost and expense:

(a) A commitment for an Owner’s Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing, insuring Purchaser’s fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.

(b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as Exhibit B conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.

(c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.

(d) Reasonable evidence (satisfactory to the Title Company) of Seller’s capacity and authority for closing this transaction.

(e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 Purchaser’s Responsibilities. At the Closing Purchaser shall deliver to Seller, at Purchaser’s sole cost and expense, the following:
(a) The sales price of the Property paid in "good funds".

(b) Reasonable evidence (satisfactory to the Title Company) of Purchaser’s capacity and authority for closing this transaction.

(c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII.
BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser’s only remedies against Seller shall be the return to Purchaser of the Purchaser’s Earnest Money and any Extension Fees, if applicable, or enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX.
BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller’s only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller’s sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the title company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X.
BROKERAGE FEES

All brokerage fees will be paid by seller.
MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

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

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the “Effective Date”) shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]
DATED THIS 8th day of December, 2017.

SELLER:

KOELSCH FRANCES H ET AL

By: [Signature]
Name: Robert Stuart Koelsch
Title: Trustee

ADDRESS OF SELLER:

922 Omar Street
Houston, TX 77009
Phone: (832) 607-0175
Email: franny@koelschgallery.com

PURCHASER:

BROWNSTONE VENTURES, LLC

By: [Signature]
Doak Brown, Manager

ADDRESS OF PURCHASER:

Attention: Doak D. Brown
6517 Mapleridge
Houston, Texas 77081
Phone: 713-432-7727
E-mail: doak@thebrownstonegroup.net

RSK
EXHIBIT "A"

DESCRIPTION OF THE PROPERTY
EXHIBIT “B”

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Travis

THAT Robert Koelsch (hereinafter called “Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, Brownstone Ventures LLC (herein called “Grantee”), Grantee’s address for the purposes hereof being 6517 Mapleridge, Houston, Texas 77081 the following described real property together with all improvements and fixtures (if any) thereon, and all rights and appurtenances pertaining to such real property, including any right, title and interest of Grantor in and to any and all roads or streets affecting, benefitting or bounding such real property, any easements benefitting such real property, and any strips or gores of property abutting or bounding such real property (collectively, the “Property”), to-wit:

See Exhibit A attached hereto.

This conveyance is made and accepted subject to those matters set forth on Exhibit B attached hereto and made a part hereof to the extent that same are valid, in existence, and enforceable (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives, TO WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY “AS IS”, “WHERE IS” AND “WITH ALL FAULTS.” GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HERIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

* Brownstone Ventures LLC                                                                 RSK

EXHIBIT “B” - 1
Ad valorem taxes for the year 2018 have been prorated as of the effective date hereof between Grantor and Grantee, and payment of ad valorem taxes for 2018 and subsequent years for the Property is hereby assumed by Grantee.

EXECUTED as of the date of the acknowledgment hereto, and delivered and effective the 18th day of December, 2018, 2017

GRANTOR:

By:

Name: Robert Stuart Keelsch
Title: Trustee

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on December 18, 2018, by Robert Stuart Keelsch of Travis County, Texas, on behalf of said Seller.

Notary Public, State of Texas

RSK

EXHIBIT "B" – 2
### Receipt For Funds

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<td>12/20/17</td>
<td>101001508</td>
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<tbody>
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<table>
<thead>
<tr>
<th>Buyer/Borrower:</th>
<th>Seller:</th>
<th>Property Address:</th>
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<tbody>
<tr>
<td>Brownstone Ventures, LLC</td>
<td>Koelsch Frances H ET AI</td>
<td>11.4431 acres on TRS 12C-1 12D 12E &amp; 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX</td>
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</table>

<table>
<thead>
<tr>
<th>Transaction Date</th>
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<th>Amount:</th>
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<th>From Check Number</th>
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<tbody>
<tr>
<td>Check</td>
<td>International Bank of Commerce</td>
<td>13065</td>
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<table>
<thead>
<tr>
<th>ABA Routing Number</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>113000861</td>
<td>1110522134</td>
</tr>
</tbody>
</table>

Received the above funds:

- **CASH DEPOSIT VERIFIED**

Date: 12/20/2017 By: Tom Hamilton

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an Interest bearing account.
2. The charge to set up and service the interest bearing account is $______.
3. As an example, the amount of interest you can earn on a deposit of $1,000.00 for a thirty day period at an interest of 4% is $3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

Reference Number: 101001508
EARNEST MONEY CONTRACT

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This Earnest Money Contract ("Agreement") is made by and between KOELSCH FRANCES H ET AL (hereinafter referred to as "Seller"), and BROWNSTONE VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I.
PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately 11.4431 +/- acre tract(s) or parcel of land in TRS 12C-1 12D 12E & 12F ABST 56 H B PRENTISS located on the northeast corner of the Lancaster St. and Belfort St. intersection in the City of Houston, Harris County, Texas and being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller's right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II.
PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price for said property shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($1,250,000.00). The purchase price is calculated on the basis of $2.51 per square foot.

2.02 Adjustment to Purchase Price. None

*Birth name
** Brownstone

RSK
Payment of Purchase Price

2.03 The purchase price shall be payable as follows:

(a) Purchaser has delivered for deposit with Alamo Title Company, 1800 Bering, Ste. 150, Houston, Texas 77057, Attention: Tom Hamilton (hereinafter referred to as the “Title Company”) a cash sum (hereinafter referred to as the “Earnest Money”) in the amount of $30,000.00 not later than three days after the Effective Date, as set out in Article III, which shall be credited to the purchase price.

(b) At closing, the entire purchase price shall be paid in cash.

ARTICLE III.
EARNEST MONEY

3.01 For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of $30,000.00 with the Title Company.

ARTICLE IV.
CONDITIONS TO PURCHASER’S OBLIGATIONS

4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser’s cost.

4.02 In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Seller agrees to cooperate with Purchaser in making application with the City of Houston for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller’s title (the “Title Commitment”) and binding the Title Company to issue at the closing an Owner’s Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the purchase price, together with legible copies of all documents constituting exceptions to Seller’s title (the “Exception Documents”).
Survey

4.04 It is agreed that following execution of this Agreement Purchaser shall obtain an updated survey at Purchaser's expense (the "Survey"). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit "A" attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days after receipt of the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment. Purchaser shall have twenty (20) days after receipt of the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Survey. Collectively the Title Review Period. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a "Permitted Exception."

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within fifteen (15) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each uncured objection being also deemed a Permitted Exception).

ARTICLE V.
CONDITION OF PROPERTY
AND
FEASIBILITY PERIOD

5.01 Seller shall deliver possession of the premises to Purchaser in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS."

5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS". THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND THE PROVISIONS OF THE PARAGRAPH 4.04 HEREINBELOW, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY:
SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL
FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE
WARRANTY OF TITLE CONTAINED HEREN), ALL STATUTORY WARRANTIES, AND
ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED
HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY
OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL
REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY
CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY
INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION,
REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR
ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR
SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER
RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN
ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO
PURCHASER TO ENTER INTO THIS AGREEMENT.

Feasibility Period

5.04 Purchaser may terminate this Agreement for any reason on or before July 31, 2018
by providing Seller written notice of termination subject to the following conditions:

(a) Immediately upon the execution of this Contract, the Title Company will release
$2,000.00 of Earnest Money to the Seller to retain as independent consideration for Purchaser’s
unrestricted right to terminate during this time. Within three (3) days of the Effective Date, Title
Company shall pay to Seller this amount.

(b) If this Agreement is terminated by Purchaser on or after December 4, 2017, but
before January 28, 2018, the Earnest Money will be refunded to Purchaser less $4,000.00 that
Seller will have retained as independent consideration for Purchaser’s unrestricted right to
terminate during this time. On January 28, 2018, Title Company shall pay to Seller this amount,
with no further releases or authorizations executed by Purchaser.

(c) If this Agreement is terminated by Purchaser on or after January 28, 2018, but
before March 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $10,000.00 that
Seller will have retained as independent consideration for Purchaser’s unrestricted right to
terminate during this time. On March 28, 2018, Title Company shall pay to Seller this amount,
with no further releases or authorizations executed by Purchaser.

(d) If this Agreement is terminated by Purchaser on or after March 28, 2018 but before
May 28, 2018, the remaining Earnest Money will be refunded to Purchaser less $20,000.00 that
Seller will have retained as independent consideration for Purchaser’s unrestricted right to
terminate during this time. On May 28, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(e) If this Agreement is terminated by Purchaser on or after May 28, 2018, but before July 31, 2018, the remainder of the Earnest Money will be released by Title Company to the Seller and Seller will retain this independent consideration for Purchaser’s unrestricted right to terminate. On July 31, 2018, Title Company shall pay to Seller this amount, with no further releases or authorizations executed by Purchaser.

(f) If this Agreement has not been terminated by Purchaser on or before July 31, 2018, Purchaser shall deposit additional non-refundable Earnest Money in the amount of $30,000.00 with the Title Company within three (3) days of July 31, 2018. Said additional Earnest Money once obtain by the Title Company shall be immediately released to the Seller.

(g) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the purchase price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

(a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).

(c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.

(d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.

(e) There are no actions, suits, claims, assessments, or proceedings pending, to Seller’s actual knowledge, threatened, against the Property.

A&B Soil Lot (Billy Adams) on notice -- can vacate w/i hours
(f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.

(g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.

(h) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.

(i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller's actual knowledge is any such action contemplated or pending by or against Seller or the Property.

(j) To Seller's actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties, (i) "Hazardous Materials" shall mean any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

Please see Texas Supreme Court #04-0534

(k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.
Seller represents to Purchaser that there is no restriction against multifamily use on the Property.

5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI.
PURCHASERS’ REPRESENTATIONS

6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.

6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser’s organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE VII.
CLOSING

7.01 Closing shall occur at the Title Company’s office on or before 15 days after the expiration of the Feasibility Period (the “Closing Date”). General real estate taxes for the year of closing relating to the property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds.

Seller will pay any “rollback” taxes assessed for the periods prior to closing, if applicable, and pay or credit to Purchaser Seller’s pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

Extension of Closing Date

7.02 Purchaser shall have the right to extend the Closing Date, for five (5) additional periods of thirty (30) days, each, for a fee of $10,000.00, for the first 30 day extension and $10,000.00 each, for the remaining four (4) extension periods. There shall be no further extensions granted to Purchaser. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the purchase price.

7.03 All costs and expenses of closing in consummating the sale and purchase of the property shall be borne and paid as follows:
(a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.

(b) Purchaser’s owner’s title policy shall be paid by Seller for a title insurance policy with an insured face value of the purchase price;

(c) Recording fees paid by Purchaser.

(d) Title Company charges for escrow fees and messenger fees to be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Seller.

(e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.

7.04 Seller’s Responsibilities. The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller’s sole cost and expense:

(a) A commitment for an Owner’s Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as of the Closing, insuring Purchaser’s fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.

(b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as Exhibit B conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.

(c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.

(d) Reasonable evidence (satisfactory to the Title Company) of Seller’s capacity and authority for closing this transaction.

(e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 Purchaser’s Responsibilities. At the Closing Purchaser shall deliver to Seller, at Purchaser’s sole cost and expense, the following:
(a) The sales price of the Property paid in "good funds".

(b) Reasonable evidence (satisfactory to the Title Company) of Purchaser's capacity and authority for closing this transaction.

(c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII.
BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser's only remedies against Seller shall be the return to Purchaser of the Purchaser's Earnest Money and any Extension Fees, if applicable, or enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.

ARTICLE IX.
BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller's only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller's sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the title company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X.
BROKERAGE FEES

All brokerage fees will be paid by seller.

ARTICLE XI.
MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).

Texas Law to Apply

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

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

RSK
Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the "Effective Date") shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

To facilitate execution, this Agreement may be executed in as multiple counterparts. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Copies of signature pages to this Agreement are effective as original signatures.

[Remainder of page intentionally left blank.]
DATED THIS 18th day of December, 2017.

SELLER:

KOELSC H FRANCES H ET AL

By: 
Name: Robert Stuart Koelsch
Title: Trustee

ADDRESS OF SELLER:

922 Omar Street
Houston, TX 77009
Phone: (832) 607-0175
Email: franny@koelschgallery.com

PURCHASER:

BROWNSTONE VENTURES, LLC

By: Doak Brown, Manager

ADDRESS OF PURCHASER:

Attention: Doak D. Brown
6517 Mapleridge
Houston, Texas 77081
Phone: 713-432-7727
E-mail: doak@thebrownstonegroup.net

RSK
EXHIBIT “A”

DESCRIPTION OF THE PROPERTY

RSK

EXHIBIT “A”
EXHIBIT “B”

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF Travis

KNOW ALL MEN BY THESE PRESENTS

THAT Robert Koelsch (hereinafter called “Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, Brownstone Ventures (herein called “Grantee”), Grantee’s address for the purposes hereof being 6517 Mapleridge, Houston, Texas 77081 the following described real property together with all improvements and fixtures (if any) thereon, and all rights and appurtenances pertaining to such real property, including any right, title and interest of Grantor in and to any and all roads or streets affecting, benefiting or bounding such real property, any easements benefiting such real property, and any strips or gores of property abutting or bounding such real property (collectively, the “Property”), to-wit:

See Exhibit A attached hereto.

This conveyance is made and accepted subject to those matters set forth on Exhibit B attached hereto and made a part hereof to the extent that same are valid, in existence, and enforceable (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever, and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY “AS IS”, “WHERE IS” AND “WITH ALL FAULTS.” GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

* Brownstone Ventures LLC

RSK

EXHIBIT “B” – 1
Ad valorem taxes for the year 2018 have been prorated as of the effective date hereof between Grantor and Grantee, and payment of ad valorem taxes for 2018 and subsequent years for the Property is hereby assumed by Grantee.

EXECUTED as of the date of the acknowledgment hereto, and delivered and effective the 18th day of December, 2017

GRANTOR:

[Signature]
Name: Robert Stuart Koelsch
Title: Trustee

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on December 18, 2017, by Robert Stuart Koelsch of Travis County, Texas, on behalf of said Seller.

Notary Public, State of Texas

RSK

EXHIBIT “B” – 2
April 30, 2018

Mr. Ben Shepard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: #18138 Lancaster Senior Village, 9% HTC Application Deficiency

Dear Ben:

The following explanations are offered in response to your request for additional information on application #18138 Lancaster Senior Village, in Houston, TX.

1. Explain why duplicates of the escrow receipt, contract and special warranty deed were submitted.

   Exhibit B of the First Amendment is the Earnest Money Contract (consisting of the escrow receipt, EMC and special warranty deed), so they’re not really duplicates. In the originally submitted PDF, the First Amendment is pages 276-297 (of 858), and the original EMC starts on page 298.

2. You submitted a contract from Robert Stuart Koelsch and Frances Koelsch Frietsch as individuals and trustees and a deed from Robert Koelsch. Explain how the interest of Francita Stuart Koelsch Ulmer, named as an owner in the title commitment, will be conveyed. Explain the significance of the special warranty deed from Robert Koelsch; include identification of Exhibit A and Exhibit B of the special warranty deed in your explanation.

   The title commitment does not accurately show the current ownership of this property because the Title Company is not picking up some probate documents and a special warranty gift deed associated with this property. This additional information is typically provided to the title company in connection with closing. The conveyance of ownership interest in this property is a little convoluted. Please see the attached Title Summary provided by the seller’s attorney which explains how the ownership of this property has been transferred to the current owners. We have synthesized this information into a flow chart for your convenience, also attached. The purpose of the First Amendment to the Earnest Money Contract was to clarify exactly who all the sellers of this property are. All current owners of the property signed the first amendment, and thus site control was properly obtained. We have provided the title company with the ownership documentation they were not picking up, and they are in the process of revising the title commitment to reflect the ownership as shown in our First Amendment. We will provide the updated title commitment as soon as it is available.

   With regard to your question on the Special Warranty Deed from Robert Koelsch, Robert was not supposed to execute that deed until closing. He inadvertently executed it at the time the
contract was signed. Exhibit A to the deed is the legal description of the property and Exhibit B are the Permitted Encumbrances. These are exhibits to the special warranty deed and not necessary for the Earnest Money Contract to be enforceable. The point of Exhibit B to the Earnest Money Contract is to agree upon the form of the deed and not the content of the Exhibits to the deed.

3. Site plan note says 8 HC units, but only 7 are labeled.
   Please find the revised site plan showing all 8 HC units.

4. Please confirm the Accessible Parking Calculation exhibit indication that all 19 accessible parking spaces will be van spaces.
   Correct, all 19 accessible parking spaces have an aisle and therefore are van accessible.

5. Replacement reserves in Financing Narrative are said to be $300 per unit but $250 in Annual Operating Expenses, Pro Forma and Regions letter.
   The $250 stated in the Annual Operating Expenses, Pro Forma and Regions letter is correct.
   Please find the revised Financing Narrative showing replacement reserves for $250.

We believe that the enclosed documentation successfully corrects all items listed in the notice dated Monday, April 30, 2018. We would appreciate acknowledgement of receipt and to know the status the response upon your review. Please contact me with any additional questions.

Sincerely,

Doak Brown
Applicant/Developer

enclosures
Title Summary
(Commitment No. ATCH 1707 5297 TH)

1. Copy of Will: (Will - Robert)
   Property was owned by Robert C. Stuart and wife Frances Wells Stuart as their community property – see Inventory of Robert C. Stuart under cause no 142,727, Probate Court No. 1, Harris County, Texas, File No. 117036

2. Copy of Inventory: (Inventory - Robert)
   Will of Robert C. Stuart left his half of community property (except home) to his daughter, Francita Stuart Koelsch - half of that half (1/4) as her separate property; and in trust 1/4 for benefit of her son, Robert Stuart Koelsch, (1/8 of whole) her daughter, Frances Hubbard Koelsch (1/8 of whole).

   That means, 1/4 of the whole to Francita; 1/8 to Robert; 1/8 to Frances

3. Copy of Special Warranty Deed: (Special Warranty Gift Deed)
   Francita, under Special Warranty deed, deeded her 1/4 of the whole of such property and the two 1/8 interests in trust to Robert Stuart Koelsch, and Frances Hubbard Koelsch individually

4. Copy of Frances Wells Stuart 1992 Family Trust: (FWS Trust)
   Frances Wells Stuart created Frances Wells Stuart Trust in 1992, and appointed Francita as trustee

5. Copy of Will of Frances Wells Stuart: (FWS Will)
   Frances Wells Stuart died in 1997, leaving all of her ½ interest in the real property to the Frances Wells Stuart Trust. No 291,287, Probate Court No 1, Harris County, Texas

6. Copy of Inventory of Frances Wells Stuart: (FWS Inventory)

7. Copy of Resignation of Francita and acceptance by Robert Koelsch, and Frances Koelsch: (Change of Trustees)
   Francita resigned as trustee, and Robert Koelsch and Frances Koelsch accepted to be trustees

In summary,
   Robert and Frances, individually, each own 1/4 of the whole; together own ½ of the whole of the property
   and
   Robert and Frances, as trustees of the Frances Wells Stuart Trust, own ½ of the whole of the property
Robert C. Stuart (50%) (Grandfather) and Frances Wells Stuart (50%) (Grandmother)

Community Property

Will of Robert C. Stuart

1/4 interest to Francita Stuart Koelsch Ulmer (daughter)

1/8 interest to Robert Stuart Koelsch (grandson)

1/8 interest to Frances H. Koelsch (granddaughter)

Special Warranty Gift Deed granting her ¼ interest to Robert Stuart Koelsch and Frances H. Koelsch

Will of Frances Wells Stuart

1/2 interest to the Frances Wells Stuart 1992 Family Trust – Francita Stuart Koelsch Ulmer is sole Trustee

Francita resigned as Trustee and appointed Robert S. Koelsch and Frances H. Koelsch

Robert S. Koelsch and Frances H. Koelsch own ½ of the property individually through the Robert C. Stuart side and the other half is owned by the Frances Wells Stuart 1992 Family Trust, which Robert S. Koelsch and Frances H. Koelsch sign as Trustees
Hi Ben,

No extension will be needed. Attached you will find the revised Title Commitment (which just came in). As you can see, the ownership now corresponds with the parties outlined in the First Amendment to the EM contract. Also I’ve attached the signed S&U.

Thank you,

Kathryn Saar
Leslie Holleman & Associates, Inc.
943 S Lake Street
Salt Lake City, UT 84105
(512) 828-6413 (office)
(214) 532-4624 (cell)

For item 2, please send the title commitment update when you get it. It is likely that this item cannot be closed until we get this title document. Alternatively, we might accept some other form of title document (perhaps from the attorney), but such an alternative will have to be approved through Shae or Marni. You might need to request an extension. If so, state the length of time requested (5 day maximum) and that the request is made because documentation must be obtained from a third party.

For item 5, please have David Payne or Graham Dozier sign the revised Financing Narrative. This is capable of extension, also.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122
The language set forth below must be incorporated into a cover letter and such cover letter must be attached to all title insurance commitments. Exception: if the recipient is an out-of-county title company, use the out-of-county title company cover letter.

Required Language for a Title Insurance Commitment Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Internet Crime Complaint Center:  http://www.ic3.gov
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Alamo Title Insurance

Commitment Number: ATCH17075297

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

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

Issued By:
Alamo Title Company

By:  

Alamo Title Insurance

President

Attest:

Secretary

Jean Perkins

CONDITIONS AND STIPULATIONS

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

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

Effective Date: April 24, 2018 at 8:00 AM
Commitment No.: ATCH17075297-Commitment for Title Insurance
(T-7) - 2014

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      
      Policy Amount:
      PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      
      Policy Amount:
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   f. OTHER
      
      Policy Amount: $1,250,000.00
      PROPOSED INSURED: BAH Lancaster Senior Village, Ltd.

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

3. Record title to the land on the Effective Date appears to be vested in:
   Robert Stuart Koelsch and Frances Hubbard Koelsch also known as Frances Koelsch Frietsch, Individually and as
   Successor Co-Trustees of the Frances Wells Stuart 1992 Family Trust
SCHEDULE A
(continued)

4. Legal description of land:

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE SOUTH 07°31'00" EAST, ALONG THE WEST LINE OF SAID GLENBROOK, SEC. 1, A DISTANCE OF 584.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTHERLY LINE OF BELLFORT STREET (100' R.O.W.);

THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1959.87 FEET, A DISTANCE OF 321.04 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 88°49'15" WEST, ALONG THE NORTHERLY LINE OF SAID BELLFORT STREET, A DISTANCE OF 391.17 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF CURVATURE;

THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH LINE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2914.78 FEET, A DISTANCE OF 441.32 FEET TO A ½ INCH IRON ROD SET MARKING A POINT OF TANGENCY;

THENCE SOUTH 80°08'45" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 205.41 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST SOUTHEASTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54°56'30" WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE EASTERLY LINE OF LANCASTER ROAD, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1313.55 FEET, A DISTANCE OF 192.20 FEET TO A ½ INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID GREENWAY PARK;

THENCE NORTH 71°20'00" EAST, ALONG THE SOUTHERLY LINE OF SAID GREENWAY PARK, A DISTANCE OF 1410.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3503 ACRES OF LAND, MORE OR LESS.

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

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: ATCH17075297
GF No.: ATCH-01COM-ATCH17075297TH

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

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

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

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2018 and subsequent years.”)

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

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. Rights of parties in possession.

b. Intentionally deleted.

c. Any and all leases, recorded or unrecorded, with rights of tenants in possession.

d. Intentionally deleted.


f. Intentionally deleted.

g. Ordinance describing the northerly right of way line of Bellfort Avenue recorded in Volume 4184, Page 514 (Harris County Clerk's File No. B251173) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

h. Ordinance describing the east right-of-way line of Lancaster Street recorded in Volume 6225, Page 160 (Harris County Clerk's File No. C239842) of the Deed Records of Harris County, Texas shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565.

i. The following matters shown on survey dated February 7, 2018, prepared by Toby Paul Couchman, R.P.L.S. No. 5565:

i) Building line twenty-five (25) feet in width along the South property lines;

ii) Building line ten (10) feet in width along the West property line; and

iii) Gas pipeline valve located on the South property line.

j. If any portion of the proposed loan and/or the Owner’s Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

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

Commitment No.: ATCH17075297

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

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

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

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

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

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

6. We must determine the marital status of records owners and require joinder where applicable.

7. We must be furnished a copy of the Frances Wells Stuart 1992 Family Trust and any amendments thereto for review.

8. 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 limited partnership named below.
   Name: BAH Lancaster Senior Village, Ltd., a limited partnership
   a) A copy of the partnership agreement and all amendments thereto.
   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

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

9. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor.
and supplied to the Company prior to the close of escrow.

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

10. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner's policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

11. Note – Important Notice

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

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

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

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

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

Commitment No.: ATCH17075297  GF No.: ATCH-01COM-ATCH17075297TH

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

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

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

   **Directors:** Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grealis, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes

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

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

   **Alamo Title Company**

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

      **Owners:** Alamo Title Holding Company owns 100% of Alamo Title Company

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

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

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

      **Directors:** Raymond Randall Quirk, Anthony John Park

      **Officers:** Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaeen (Vice President), Nancy Fox (Vice President)

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

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

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

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

   **Owner’s Policy** $ 7,001.00

   **Total** $ 7,001.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

   **Percent/Amount**

   **To Whom**

   **For Services**

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company’s promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
TEXAS TITLE INSURANCE INFORMATION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
EXHIBIT A

A TRACT OF LAND CONTAINING 11.3503 ACRES, MORE OR LESS, OUT OF AN 111.94 ACRE TRACT OF LAND CONVEYED TO ROSA ALLEN WILLIAMS IN PARTITION DEED RECORDED IN VOLUME 156, PAGE 421, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SITUATED IN THE H. B. PRENTISS SURVEY, ABSTRACT NO. 56, HARRIS COUNTY, TEXAS. SAID 11.3503 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


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THENCE NORTH 54°56’30” WEST, A DISTANCE OF 14.18 FEET TO A ½ INCH IRON ROD SET MARKING THE MOST NORTHWESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE EASTERLY RIGHT-OF-WAY LINE OF LANCASTER ROAD;

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NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

__________________________________________  ________________________
Signature                                      Date
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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);
• identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
• financial account information (e.g. loan or bank account information); and
• other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:
• Internet Protocol (IP) address and operating system;
• browser version, language, and type;
• domain name system requests; and
• browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected
We may collect Personal Information about you from:
• information we receive from you on applications or other forms;
• information about your transactions with FNF, our affiliates, or others; and
• information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.
Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or 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 disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence 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, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice 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 for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: 
To: BAH Lancaster Senior Village, Ltd.
Property: 11.4431 acres om TRS 12C-1 12D 12E & 12 F Abst 56 HB Prentiss in NE Corner of Lancaster st and Belfo, Houston, TX

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

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

<table>
<thead>
<tr>
<th>Settlement Service Provider:</th>
<th>Type of Settlement Provided:</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment
I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(continued)

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

Brownstone Ventures, LLC

BY: ________________________________                 ________________________________
   Doak D. Brown, Manager                                      Date

                                          ________________________________
                                          Date

                                          ________________________________
                                          Date
June 19, 2018

Mr. David Mark Koogler
Mark-Dana Corporation
26302 Oak Ridge Drive, Suite 100
Spring, Texas 77380

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18138 LANCASTER SENIOR VILLAGE

Dear Mr. Koogler:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Applications above to determine whether the Applicant appropriately notified the Presiding Officer of the Board of Trustees for the Houston Independent School District, and whether the Applicant had proper site control at Pre-application. Staff determined that an Administrative Deficiency was appropriate for the request, and issued an Administrative Deficiency on May 7, 2018. In response to the deficiency notice, the Applicant timely provided a letter from Ms. Skillern-Jones, dated May 8, 2018, affirming that she received the notification and indicating that the notification was received timely.

Regarding the question of whether the Applicant had proper site control at Pre-application, the response to the deficiency notice included an explanation of how ownership of the property has been conveyed and a revised title commitment showing the current ownership of the property. Staff is satisfied that proper site control was in effect by the Pre-application deadline.

I find that the issues raised in your request were sufficiently answered through the Applicant’s response to the Administrative Deficiency. Pursuant to Per 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.
REQUEST FOR ADMINISTRATIVE DEFICIENCY
June 19, 2018
Page 2

For purposes of staff's review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

[Signature]
Marni Holloway
Multifamily Division Director

Cc: Mark Musemeche
Hunter Goodwin
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf