SilverLeaf at Marshall

SilverLeaf at Marshall, LP
1920 S. 3rd Street
Mabank, TX 75147
2018 Multifamily Uniform Application

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

Development Name: SilverLeaf at Marshall

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.

SilverLeaf at Marshall, LP
Applicant Entity Name

By:
Signature of Authorized Representative
Ben Dempsey
Printed Name
Principal
Title
28-Feb-18
Date

Sworn to and subscribed before me on the 28 day of February 2018
by Ben Dempsey

(Personalized Seal)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129517405

Notary Public Signature
Texas

Notary Public, State of
Henderson
County of
8/8/2021
My Commission Expires:
2/28/2018
Date

2/27/2018 2:06 PM
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: SilverLeaf at Marshall

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Signature of Authorized Representative
Ben Dempsey

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Principal

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by Ben Dempsey

(Personalized Seal)

Notary Public Signature
Texas

Notary Public, State of
Henderson

County of
8/8/2021

My Commission Expires:
2/28/2018

Date
Meeting Selection
(4% only)

N/A
Required for Tax Exempt Bond Developments only

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

Development Name: N/A

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

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

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
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<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
</tr>
<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
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<tr>
<td>June 28, 2018</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>July 26, 2018</td>
<td>May 11, 2018</td>
</tr>
</tbody>
</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
Tab 2

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

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

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

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

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

☑️ 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)**

☑️ 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

Ben Dempsey
Printed Name

Vice President
Title

2-27-18
Date

THE STATE OF Texas

COUNTY OF Henderson

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

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129517405

(Seal)

Notary Public Signature
Tab 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

J. Michael Sugrue

Printed Name

Member

Title

2-27-18

Date

THE STATE OF Texas §

COUNTY OF Henderson §

Before me, a notary public, on this day personally appeared J. Michael Sugrue, 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 17th day of February, 2018

(Seal)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129517406

[Notary Public Signature]
Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: [Signature]

Signature of Authorized Representative

[Printed Name]

Printed Name

[Title]

Date

2-27-18

THE STATE OF [Texas]

COUNTY OF [Henderson]

Before me, a notary public, on this day personally appeared [Full 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 [Month] [Year].

(Seal)

[Notary Public Signature]

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129517408

Page 6 of 6
Applicant Eligibility Certification

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

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2018 Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

______________________________

Printed Name

______________________________

Member

______________________________

Title

2-27-18

Date

THE STATE OF Texas

§

COUNTY OF Henderson

§

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

______________________________

Ben Dempsey

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)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-09-2021
Notary ID 129517408

Notary Public Signature
Tab 4

Multifamily Direct Loan Certification

N/A
Multifamily Direct Loan Certification

**N/A** Multifamily Direct Loan Certification is included behind this tab.

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

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Tab 5

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

1. Applicant Contact Information
   Name: Ben Dempsey  
   Phone: (903) 887-4344  
   Email: Ben@stoneleafcompanies.com  
   Mailing Address: 1920 S. 3rd Street  
   Street  
   Mabank  
   City  
   TX  
   75147  

2. Second Contact
   Name: Mike Sugrue  
   Phone: (903) 887-4344  
   Email: Mike@stoneleafcompanies.com  

3. Consultant Contact (if applicable)
   Name: Robbye Meyer  
   Phone: (512) 963-2555  
   Email: robye@arxadvantage.net  
   Mailing Address: 1305 Dusky Thrush Trail  
   Street  
   Austin  
   City  
   TX  
   78746  
   State  
   Zip
Tab 6

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

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Unit Sizes</td>
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<tr>
<td>Unit and Development Features</td>
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<td>Sponsor Characteristics</td>
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**High Quality Housing Total** 17

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

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<tr>
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<tr>
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<td>Rent Levels of Tenants</td>
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<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
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<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
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<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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<td>Readiness to Proceed in Disaster Impacted Counties</td>
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**Serve and Support Texans Most in Need Total** 49

### Criteria Promoting Community Support and Engagement

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<td>Commitment of Development Funding by Local Political Subdivision</td>
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<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
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<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
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<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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<td>Input from Community Organizations</td>
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<tr>
<td>Concerted Revitalization Plan</td>
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**Community Support and Engagement Total** 11

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

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<th>Point Item Description</th>
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<td>Pre-application Participation</td>
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<td>Leveraging of Private, State, and Federal Resources</td>
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<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<td>Historic Preservation</td>
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<td>Right of First Refusal</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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**Efficient Use of Limited Resources and Applicant Accountability Total** 43

### Point Deductions

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</tr>
</tbody>
</table>

**Total Application Self Score** 120
Tab 7

Site Information Form
Part I
Site Information Form Part I

Self Score Total: **120**

1. **Development Address (All Programs)**

   **Approx. 1000 ft into the NWC of the intersection of Victory Dr. and Pumpkin Center Rd.**

   - **Address:**
     - 4
     - 75670
     - Harrison
   - **City:**
     - Marshall
   - **Region:**
     - Rural
   - **Zip:**
     - 75670
   - **County:**
     - Rural/Urban

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

   - **Census Tract Number (11 digits):**
     - 48203020104
   - **Median Household Income:**
     - 52083.00
   - **Quartile:**
     - 1q
   - **Poverty Rate:**
     - 14.6

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

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

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

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

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

   - **Development Site is appropriately zoned?**
     - No
   - **Zoning Designation:**
     - N/A
   - **Flood Zone Designation:**
     - Yes
   - **Entire Development Site is outside the 100 year floodplain.**

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>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crockett Elementary</td>
<td>K</td>
<td>through</td>
<td>4</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Sam Houston Middle School</td>
<td>5</td>
<td>through</td>
<td>6</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Marshall Junior High</td>
<td>7</td>
<td>through</td>
<td>8</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Marshall High School</td>
<td>9</td>
<td>through</td>
<td>12</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

If revised form submitted, date of submission: ____________________________
Tab 8

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Street Map with Site Drawn and Identified</td>
</tr>
<tr>
<td>X</td>
<td>Census Tract Map with Development Site Identified <a href="https://factfinder.census.gov/faces/nav/jst/pages/searchresults.xhtml?refresh=t">https://factfinder.census.gov/faces/nav/jst/pages/searchresults.xhtml?refresh=t</a></td>
</tr>
<tr>
<td>n/a</td>
<td>Twice the State Average of Units Per Capita Resolution</td>
</tr>
<tr>
<td>n/a</td>
<td>One Mile Three Year Resolution or evidence of other exception</td>
</tr>
<tr>
<td>n/a</td>
<td>Housing Tax Credit Units per Total Household Resolution</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Zoning and/or Evidence of Re-Zoning Process</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Flood Zone Designation</td>
</tr>
<tr>
<td></td>
<td>Educational Quality (all Applications)</td>
</tr>
<tr>
<td>X</td>
<td>School Attendance Zone Map with Development labeled;</td>
</tr>
<tr>
<td>X</td>
<td>2017 TEA accountability information for each school site;</td>
</tr>
<tr>
<td>N/A</td>
<td>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.</td>
</tr>
<tr>
<td>N/A</td>
<td>For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included</td>
</tr>
<tr>
<td>N/A</td>
<td>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</td>
</tr>
</tbody>
</table>
2017 and 2018 Small DDAs and QCTs


Map Options
- Show SADDA Outlines (Zoom 10+)
- Show QCT Qualified Tracts (Zoom 7+)
- Show Tracts (Zoom 11+)
- Show PAMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Select Year
- 2018
- 2017

SilverLeaf at Marshall Site

https://www.huduser.gov/portal/sadda/sadda_qct.html
February 27, 2018

Ben Dempsey, CGP
StoneLeaf Companies
1920 South 3rd St.
Mabank, TX 75147

RE: Building and Zoning Authority

Dear Mr. Dempsey:

This is to advise that Harrison County does not exercise blanket ordinance making authority and there is no zoning system or land-use regulation plan currently in place. Also, Harrison County does not require any building/construction permits.

Harrison County does specifically regulate by court order septic systems and construction within the FEMA designated floodplain.

Sincerely,

Hugh Taylor
Harrison County Judge

HT:cg
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

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>293</td>
<td>555</td>
<td>53</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>366</td>
<td>1,000</td>
<td>37</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>444</td>
<td>1,600</td>
<td>28</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>22.3</td>
<td>N/A</td>
<td>22</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>2 out of 17 = 12%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>14 out of 29 = 48%</td>
</tr>
</tbody>
</table>

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

TEA | Academics | Performance Reporting

Page 1

August 15, 2017
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- Student Achievement

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

Performance Index Report

Index 1
Student Achievement (Target Score=50)

Index 2
Student Progress (Target Score=30)

Index 3
Closing Performance Gaps (Target Score=20)

Index 4
Postsecondary Readiness (Target Score=13)

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>666</td>
<td>1,144</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>467</td>
<td>1,400</td>
<td>33</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>528</td>
<td>1,800</td>
<td>29</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>19.5</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

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

For further information about this report, please see the Performance Reporting website at https://rptsr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting
Page 1

August 15, 2017
Accountability Rating

Met Standard

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td></td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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

Performance Index Report

![Performance Index Chart]

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,630</td>
<td>2,686</td>
<td>61</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>525</td>
<td>1,400</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>934</td>
<td>3,000</td>
<td>31</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STARR Score</td>
<td>27.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td>27</td>
</tr>
</tbody>
</table>

System Safeguards

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

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

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
<tr>
<td>- Student Achievement</td>
<td></td>
</tr>
</tbody>
</table>

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

### Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,407</td>
<td>2,407</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>218</td>
<td>1,200</td>
<td>18</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>759</td>
<td>2,400</td>
<td>32</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>7.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>22.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>21.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>17.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Distinction Designation

<table>
<thead>
<tr>
<th>Distinction</th>
<th>Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Achievement in ELA/Reading</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Mathematics</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Science</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Social Studies</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Top 25 Percent Student Progress</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Top 25 Percent Closing Performance Gaps</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>NO DISTINCTION EARNED</td>
</tr>
</tbody>
</table>

### Campus Demographics

- Campus Type: High School
- Campus Size: 1,380 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 66.3
- Percent English Language Learners: 5.6
- Mobility Rate: 17.1
- Percent Served by Special Education: 7.5
- Percent Enrolled in an Early College High School Program: 0.0

### System Safeguards

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>14 out of 28 = 50%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 15 = 93%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>1 out of 6 = 17%</td>
</tr>
<tr>
<td>Total</td>
<td>29 out of 49 = 59%</td>
</tr>
</tbody>
</table>

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

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August 15, 2017
Tab 9

Site Information Form
Part II
1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

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

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

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

- 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 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.

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

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

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

   Applications may qualify for up to five (5) points for proposed Developments located in one of the following areas:
   - Wholly or partially within a Colonia *(Note: Not eligible if application qualifies for Opportunity Index points)*;
   - Entirely within the boundaries of an Economically Distressed Area *(Note: Not eligible if application qualifies for Opportunity Index points)*;
   - 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;
   - 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;
   - Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

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

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

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

   Development Site is located in a Place with a population over 200,000 and is *not* in the At-Risk Set-Aside.
   - AND
     - Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building. OR
     - 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: 4 Rural
   - Development is in an Urban Area.
   - Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
   - Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
   - Plan has been adopted by the municipality or county and resolution or certification is attached.
   - Letter from appropriate local official, target area map, and supporting documentation are provided.
   - Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
   - Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.
   - No points were claimed for Opportunity Index, but location would qualify for at least 4 points under $11.9(c)(4)(B):
     - A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
     - No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

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

No 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.

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

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

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

- Application meets all of the following requirements:
  - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year proceeding the Full Application Delivery Date.
  - Application includes evidence that the Applicant will close all financing on or before October 31, 2018.
  - Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.
  - Application includes evidence that appropriate zoning will be in place at award.
  - Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.
Tab 10

Supporting Documentation for the Site Information Form Part II
<table>
<thead>
<tr>
<th>Supporting Documentation for the Site Information Form Part II</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>x</strong> Opportunity Index (Competitive HTC and Direct Loan Only)</td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td><strong>x</strong> Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
</tr>
<tr>
<td><strong>x</strong> For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
</tr>
</tbody>
</table>
| **x** Print-out from DFPS website confirming daycare licensed to serve relevant age groups [
| Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate [
https://www.neighborhoodscout.com](https://www.neighborhoodscout.com) |
| **x** Print-out from THECB website confirming accreditation of university or community college [
http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm) |
| Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable |
| **x** Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable |
| **x** Evidence of Underserved Area (Competitive HTC and Direct Loan Only) |
| **n/a** For Colonia: |
| **n/a** Evidence from Attorney General of Colonia boundaries; and [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias) |
| **n/a** Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and |
| **n/a** Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border. |
| **n/a** A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and |
| **n/a** Map showing development site boundaries, relative to EDA boundaries. |
| **x** For other items: |
| Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold. The Site Demographic Characteristics Report is posted on the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm) |
| **x** Map with Development Site boundaries indicated, relative to census tract boundaries |
| **x** Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable |
| **x** Map with all contiguous census tracts, if applicable |
| **n/a** Proximity to Urban Core (Competitive HTC Only) |
| **n/a** Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body. |
### Concerted Revitalization Plan (Competitive HTC Only)

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

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

#### Readiness to Proceed:
- **The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §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**
Evidence from lender that the lenders’ third party reports have been ordered

Signed architect contract

Permit-ready architectural plans

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

Description from architect of record of current stage of architectural plans

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

Description of timing for property acquisition

Description of timing for construction permits

Evidence of selection of construction contractor

Description of timing for execution of construction contracts

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

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

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

Project execution plan

Other (describe):
<table>
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<th>Other (describe):</th>
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</tbody>
</table>
Murray's Cheese

Marshall Kroger
Marshall, TX Grocery Store

300 East End Blvd. N.
Marshall, TX 75670

✓ My Preferred Store

Store Phone: (903) 938-7711
Store Hours:
Sun - Sat: 6:00 AM - 1:00 AM

Pharmacy Phone: (903) 935-7410
Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 9:00 PM
Sat: 9:00 AM - 6:00 PM

* Normal Hours of operation. Please call store for changes.

Online Services:

- Online Deli/Bakery Ordering
- View Weekly Ad

Store Services:

- Atm
- Floral
Marshall Kroger
Marshall, TX Grocery Store
300 East End Blvd. N.
Marshall, TX 75670

✔ My Preferred Store

Store Phone: (903) 938-7711
Store Hours:
Sun - Sat: 6:00 AM - 1:00 AM

Pharmacy Phone: (903) 935-7410
Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 9:00 PM
Sat: 9:00 AM - 6:00 PM

* Normal Hours of operation. Please call store for changes.

Online Services:

Online Deli/Bakery Ordering  View Weekly Ad

Store Services:
Atm
Bakery
Bank
Beer
Cell Phone
Check Cashing
Cheese Counter
Coin Star
Cosmetics
Deli
Drive-thru Pharmacy
Drug & General Merchandise

Floral
Grocery
Money Services
Natural And Organics
Online Deli/Bakery Ordering
Pharmacy
Red Box
Seafood Department
Self Checkout
Western Union
Wine
Fresh food. Low prices.

1.77 lb
WITH CARD
Fresh Heritage Farm
Boneless
Chicken Breasts
of Thighs or Thigh/Fr.
Frozen

3.49 lb
WITH CARD
Boneless Beef
Chuck Roast

2.99 lb
WITH CARD
Red Cherries

3/$5 WITH CARD
Stouffer's Entrée
6-12.9 oz or Lean Cuisine
Entrées, 3.25-11.2 oz
Select Varieties

99¢ WITH CARD
Large Fuji, Gala or Granny Smith Apples

BUY 5, SAVE $5
Mix & Match participating items in multiples of 5 with Card.
Participating items and quantity vary by store.

1.99 lb
WITH CARD
Stern's Fresh
Scallops

88¢
WITH CARD
Crescenza Greek Yogurt
Greek Style, 5.3 oz or
Crescenza Greek Yogurt
Lentil Style, 5.3 oz

4/$12 WITH CARD
Pepsi or Mtn Dew
drinks, 19 fl oz bottle

SAVE TIME SHOP ONLINE!
ClickList Kroger.com or download the app.
5.39
Kroger Peanut Butter
With Card

11.99
Simple Truth Organics Greek Yogurt Multipack
12 oz
With Card

9.99
Home Sense Bathroom Tissue
24 Double Rolls or Home Sense Paper Towels
8 Rolls or 10-Quart Rolls or A&H Ham and Bacon Lunch Kit or A&H Ham and Bacon Lunch Kit
With Card

6.99
Kroger Boneless Chicken Breasts
16 oz
With Card

1.88
Mission Flour Tortillas
6 oz
With Card

2/$6
Cesar Dog Food Variety Pack
1.2 lb
With Card

2/$5
Kroger Smoked Sausage
10-14 oz or Peppered Luncheon Meats
With Card

2/$5
Kroger Breakfast Rolls
18 oz
With Card

SAVE 50%
Durable Food Storage Containers
16 oz

SAVE 20%
Good Cook
Pin Kitchen Gadgets
10 oz

14.99
Blue Buffalo Dog Food
With Card

2/$6
Garmin Forerunner 45 Bundle
With Card

2/$4
Simple Truth Organics Broth
18 oz
With Card

1.99
Arm & Hammer Organic Macaroni & Cheese
8 oz
With Card

10/$10
Walnut Stix
12 oz
With Card

1.88
Kettle Brand Potato Chips
With Card

1.99
Wall Drug Sodas
12 oz
With Card

Pharmacy
Do you know how your medications can be affected by vitamins, over-the-counter medicines or supplements?

Our knowledgeable Pharmacists are available every day to provide answers and support.

Wellness
Your Way

22.99
Claritin
Dunkel
Allergy Relief
With Card

13.99
One A Day
Vitamins
With Card

7.99
N Maintain
One A Day
Vitamins
With Card

7.99
Theraflu
Cold & Flu Syrup
With Card

6.99
Turpinol
Eucalyptus
With Card

7.99
Nature's Answer
Vitamin C
With Card

19.99
Nature's Answer
Echinacea
With Card

39.99
Nature's Answer
Nicorette Nicotine Lozenges
14 mg
With Card

10/$10
Pure Protein Bars
With Card
Only great deals make the cut.

25% off
PRICES MARKED REFLECT SAVINGS WITH CARD
Nolan Ryan Ground Beef
99¢ with card
Fresh Heritage Farm Chicken Drumsticks or Thighs
3.49 with card
Simple Truth Natural Ground Turkey
5.99 with card
New York Strip Steaks 16 oz.
7.99 with card
Fresh Atlantic Salmon Farm Raised Whole Fillet, Skin On Value Pack
7.99 with card
Fresh Atlantic Salmon Farm Raised Whole Fillet, Skin On Value Pack

5.99 with card
Weight Bacon 24 oz.
4.99 with card
Johnsonville Grillers 24 oz.
3.99 with card
Simple Truth Lunch Meat Beef Roast, 8 oz.
2.99 with card
Simple Truth Lunch Meat Beef Roast, 8 oz.
2.99 with card
Simple Truth Breakfast Sausage Bratwurst Satz Lagers, 14 oz.

From the dock to your dinner table.

7.99 with card
Jumbo Raw White Shrimp 1.99 lb.
2/$10
2/$10
2/$10
25% off
Alaska Star Pacific Salmon Fillet
4.99 with card
Simple Truth King Fish Fillets
2.99 with card
Simple Truth Bacon

Eat your fruits and veggies... for less!

2/$5
WITH CARD
Strawberries 16 oz.

2/$4
WITH CARD
Odmalla Juice, 12.4 fl oz.

1.99 with card
Mini Pecked Carrots

99¢ with card
Eggplant or English Cucumbers

99¢ with card
Mangos

99¢ with card
Yellow or Zucchini Squash

3.99 with card
Heirloom Navelss

Natural & Organic

Gorgeous floral.

9.99 each
Graysman

$12
Entwined Rose Bouquet 12 Stems

4.99 with card
Simple Truth Organic Horseradish

1.99 with card
Simple Truth Organic Russet Potatoes

3.99 with card
Organic Lemons

How many FUEL POINTS do you have?

There are 3 ways to find out!

FREE Friday
DOWNLOAD

THIS FRIDAY ONLY
1,000 Fuel
13¢ Off 1 Gallon Gas

Walmart.com / Fuel / Fuel Points

SAVE OVER $100 with DIGITAL COUPONS!
SimpleTruth.com or our app

2.99 WITH CARD
Simple Truth Organic Milk
84 fl oz

2/$6 WITH CARD
Simple Truth Organic
Ready-to-Bake
Artisan Bread
Select Varieties

2/$5 WITH CARD
Simple Truth Organic
Yogurt
Select Varieties

3.49 WITH CARD
Simple Truth Cage-Free
Eggs

3.49 WITH CARD
Simple Truth Organic
Peanut Butter
Select Varieties

3.19 WITH CARD
Simple Truth Organic
Banana

2.99 WITH CARD
Simple Truth Organic Cheese
Select Varieties

2.99 WITH CARD
Simple Truth Organic
All Purpose Glass
or Toilet Bowl
Cleaner

2.99 WITH CARD
Simple Truth Organic
Auto Soap

2/$4 WITH CARD
Simple Truth Organic
Pretzels
Select Varieties

3/$10 WITH CARD
Simple Truth Organic
Flavored Water
Select Varieties

3.49 WITH CARD
Simple Truth Organic
Low Carb Ice Cream
Select Varieties

9.99 WITH CARD
Simple Truth Organic
Roasted Chicken
Select Varieties

2.49 WITH CARD
Simple Truth Organic
Plant Based Milk
84 fl oz

2/$7 WITH CARD
Simple Truth Organic
Salad Blends
Select Varieties,
5 oz

2.99 WITH CARD
Simple Truth Freeze Dried Fruit
Select Varieties,
1-2 oz

Download now and save up to $35 off at participating stores!
**MIX & MATCH**

**what a deal! BUY 5 SAVE $5**

**MIX & MATCH** participating items in multiples of 5 with Card. Participating item varieties and sites may vary by store.

**2.99 ea with Card**

**1.99 ea**

**2.99 ea with Card**

**2.49 ea with Card**

**1.99 ea with Card**

**6.99 ea with Card**

**2.99 ea with Card**

**2.99 ea with Card**

**2.99 ea with Card**

**2.99 ea with Card**

**2.99 ea with Card**

**2.99 ea with Card**

**2.99 ea with Card**

**Clean & tidy!**

**5.99 ea with Card**

**4.99 ea**
MIX & MATCH
what a deal! BUY 5 SAVE $5

MIX & MATCH participating items in multiples of 5 with Card.
Participating item varieties and sizes may vary by store.

2.99
-1.00
1.99
ea

Kellogg's Special K Cereal, 18.4 oz. or Special K or Nutri-Grain Bars, 5-11 oz. or select varieties

4.99
-1.00
3.99
ea

Nature Nate's Honey Bear, 8 oz.

4.29
-1.00
3.29
ea

ZonePerfect Multipack, 3-1.7 oz.

18.99
-1.00
17.99
ea

Huggies Diapers, 20 ct.

10.99
-1.00
9.99
ea

Baking Icing, 16 oz.

6.99
-1.00
5.99
ea

Pepsi 2-liter bottles

2.99
-1.00
1.99
ea

Swiffer 360° Duster Starter Kit, 1 count

7.99
-1.00
6.99
ea

Clorox Bleach, 13 fl oz.

9.99
-1.00
8.99
ea

Glade® Scented Oil

2.99
-1.00
1.99
ea

Prices good Wednesday, January 3 through Tuesday, January 9, 2018.
SMART STORAGE SOLUTIONS SALE

Prepare for your post-holiday put-away.

11.99 with CARD
Sterilite 50" Wreath Box

11.99 with CARD
Sterilite Storage Tote

2/$10 WITH CARD
Sterilite 18 Gallon Tote
1 ct

9.99 with CARD
Sterilite Stack & Carry 2 Layer Ornament Box

9.99 with CARD
Sterilite Stack & Carry 6 Quart Shoe Box

Toting great prices!

3.99 with CARD
Sterilite Sweater Box

10/$10 with CARD
Sterilite 6 Quart Sheet Box

10/$10 with CARD
Everyday Living Hangers

6.99 with CARD
Sterilite 5 Quart Storage Box

9.99 with CARD
Sterilite 4 Quart Underbed Box

6.99 with CARD
Sterilite 54 Quart Latch Tote

6.99 with CARD
Sterilite Storage Box

8.99 with CARD
Sterilite 2-Pack 16 Quart Sweater Boxes
Also Available in Grey or Blue

11.99 with CARD
Sterilite 2 Drawer Unit

50% OFF
Select Holiday Items

8.99 with CARD
Sterilite 19 Gallon Orange Tote

8.99 with CARD
Tasty Clamp Pick Jar

4.99 with CARD
MadeSmart Storage Bin

1.99 with CARD
Tasty Clamp Pick Jar

Prices good at your local Kroger store Wednesday, December 27, 2017 through Tuesday, January 9, 2018.
Seasonal selection varies by store and is limited to stock on hand.
400 East End Boulevard North Marshall, TX 75670
903-935-6661 (tel:903-935-6661) Store #7293

Store & Photo Hours
M-F 8:00 AM - 9:00 PM OPEN
Sat 8:00 AM - 9:00 PM
Sun 8:00 AM - 9:00 PM

Pharmacy Hours
M-F 8:00 AM - 9:00 PM OPEN
Sat 9:00 AM - 6:00 PM
Sun 10:00 AM - 6:00 PM

Store Services
Drive-Thru Pharmacy

Photo (/account/sso/inter-site-sso-service.jsp?target=photo)

Directions From

Set As myCVS

Weekly Ad
(weeklyad?store=7293)

Check store deals before you come in
(/circular)

Try curbside pickup today
(express/welcome/zipcode)
WELCOME
Welcome to HealthCARE Express Marshall, Texas, home of the WOWZA customer service experience since 2014. We serve the community's urgent care, primary care, occupational medicine, and botox injection needs.

URGENT CARE SERVICES
Find more information on urgent services we have available.

ADDITIONAL SERVICES
From vaccines, to allergy testing, to Botox, we have a wide array of services that suit your family's needs.

TESTIMONIALS
"Needed somewhere to go on a Sunday we drove there from Gary the staff was super friendly, facility was clean we are in and out for right around 100 bucks.

No delays and DR was available. Much better than an ER on the weekend.

I highly..."

- Anonymous

REGIONAL NEWSLETTER
Sign up for our HealthCARE Express Newsletter, and get health tips and updates.

ENTER YOUR EMAIL

SIGN UP
WELCOME TO OUR MARSHALL LOCATION

HealthCare Express is home to the WOWZA customer service experience! We opened our Marshall doors in 2016 as a physician owned and locally run establishment. We pride ourselves on operating like a hometown family doctor office, though we have locations in multiple states. We have a passion for serving each community.

As a leader of medical care, we offer a modern, customer oriented, version of health care. We have onsite lab and x-ray at all locations. Along with urgent care, we offer primary care, occupational medicine, and weight loss services.

Our entire goal from the time you get out of your car until you get back in, is for you to say "WOWZA, I'd be crazy to go anywhere else for my medical care."

We focus on providing amazing customer service. In addition to great medical care and customer service, we are committed to creating a legacy of leaders.

Please check out our Ramirez Leadership Academy (http://www.keyleadershipacademy.com), where we are helping create the next generation of leaders.

Finally, we are committed to creating an awesome place to work. Our team members are outgoing, hardworking, committed to the customers, and fun.

Check out Careers (https://healthcareexpress.applicantstack.com/ openings) if you would like to get on board and join us.

MEET OUR TEAM

Hanna Coyle

Jack Culberson

Rodney VanAndel
<table>
<thead>
<tr>
<th>Operation Details</th>
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</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/ Caregiver Name:</td>
<td>Wee Care Day Center</td>
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<tr>
<td>Location Address:</td>
<td>109 JASPER DR MARRSHALL, TX 75672</td>
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<td>109 JASPER DR MARRSHALL, TX 75672</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>903-935-5683</td>
</tr>
<tr>
<td>County:</td>
<td>HARRISON</td>
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<td></td>
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<td>Deborah Hollins</td>
</tr>
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**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

1/8/2018, 3:47 PM
Contact Us

Please use the form on any page to contact us online. If you need immediate assistance, please call us at (903) 935-5683

Our Company is Located at:

109 Jasper Dr, Marshall, TX 75672 phone : (903) 935-5683

Our Services

Infant Day Care (/infant-day-care)
Toddler Day Care (/toddler-day-care)
After School Program (/after-school-program)

Photos
Infant Day Care

Here at Wee Care & Development Center, we don't mind taking over some of the nitty gritty tasks that others try to avoid, such as diaper changes and consistent feedings. Our staff members are trained and experienced with infants and toddlers, ensuring that your children will receive excellent and caring attention at our child care center.

Although kids will be kids, we do try to keep our day care center and your children clean throughout the day. We attend any needs your little one requires. From timely feedings and lots of love and care, we will make sure that your child receives all the care he or she needs to be comfortable. Even though at a young age, we want to help develop their social skills with our early childhood development program. In our positive and warm learning atmosphere, our staff members are sympathetic and understanding to your child's needs.

Our toddler and infant care specialists also ask about allergies and other environmental factors that may affect your child's health. We keep a close eye on your kids at all times to make sure they don't get their hands in anything that might be harmful to their health or safety.

Our infant day care is designed to create a safe and fun environment for your little one. To reserve a spot for your infant or toddler at our day care, contact us at Wee Care & Development...
Infant Day Care

Center in Marshall, TX.

Business Hours

Monday 06:30 AM - 06:00 PM
Tuesday 06:30 AM - 06:00 PM
Wednesday 06:30 AM - 06:00 PM
Thursday 06:30 AM - 06:00 PM
Friday 06:30 AM - 06:00 PM
Saturday Closed
Sunday Closed

Contact and Location

Get directions (/contactus?map=true)

Wee Care & Development Center
109 Jasper Dr
Marshall, TX 75672

Payment Options

CASH VISA MasterCard

Contact Us

Name
Phone
Toddler Day Care

Individual care and attention allows toddlers to feel safe and secure when taking their first steps and speaking their first words. Our toddler day care program offers stimulating activities and group interactions that encourage play and exploration.

We recognize that the toddler years are important to early childhood development, and our caring preschool staff is trained and qualified to provide individual attention to each child in our care. Nurturing, personal care builds trust in a supportive environment.

At our day care center, toddlers learn through sensory experiences that emphasize the environment and their relationships with each other. We balance group interaction with individual attention to help toddlers build socialization, cognitive, language and motor skills, along with self-esteem and self-help skills. It is our goal to provide a safe and nurturing learning environment for you child to grow and develop. We offer the Texas School Ready Pre-Kindergarten program to our 3-5 year olds to get them ready for school. When you bring your child to our early childhood education center, you can be sure that he or she will be able to take advantage of the undivided attention needed to grow.

To learn more about our child care center, feel free to call us at Wee Care & Development Center, located in Marshall, TX.

Our Services

- Infant Day Care (/infant-day-care)
- Toddler Day Care (/toddler-day-care)
- After School Program (/after-school-program)

Photos

Reviews

Star Rating: ★★★★★

Write your Review

Submit

Business Hours

- Monday: 06:30 AM - 06:00 PM
- Tuesday: 06:30 AM - 06:00 PM
- Wednesday: 06:30 AM - 06:00 PM

Contact and Location
Payment Options

- Cash
- Visa
- MasterCard
- Check

Contact Us

Name
Phone
Email
Message

I'm not a robot

Submit Message

Wee Care & Development Center © All Rights Reserved.
After School Program

An after school program can really save you from rescheduling your job. Wee Care & Development Center offers exceptional child care and after school care. We understand how important it is to you that your child receives the very best care while you are at work. With us, your child is in good hands.

We all have experience in infant care and toddler care, so you know your child is with a professional that knows how to handle and care for children. We don’t just provide day care services, but believe in developing activities for your child based on their age group. Our activities focus on building their cognitive, emotional, social and physical development.

We give your children plenty of educational playtime to keep them stimulated and engaged until you pick them up. Our caregivers are dedicated to providing your child everything they need while you’re at work. We serve breakfast, lunch, dinner and snacks, so that no matter how long you’re stuck at work, you can rest assured that your child is in good hands.

If you are looking for a day care center that goes above and beyond your typical care program, look no further than our local child care center! If you are in need of an after school program, call Wee Care & Development Center in Marshall, TX today for more information.

Our Services

Infant Day Care (/infant-day-care)
Toddler Day Care (/toddler-day-care)
After School Program (/after-school-program)

Photos
Reviews
Star Rating: ★★★★★

Write your Review

Submit

Business Hours

Monday 06:30 AM - 06:00 PM
Tuesday 06:30 AM - 06:00 PM
Wednesday 06:30 AM - 06:00 PM
Thursday 06:30 AM - 06:00 PM
Friday 06:30 AM - 06:00 PM
Saturday Closed
Sunday Closed

Contact and Location

Get directions (/contactus?map=true)

Wee Care & Development Center
109 Jasper Dr
Marshall, TX 75672

Payment Options

Cash Visa MasterCard

Contact Us

Name
Phone
1310 COMMERCE ST, MARSHALL, TX 75672

Generated: Wed 02/28/18

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

97
(100 is safest)

Safer than 97% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>1</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>2.79</td>
<td>11.17</td>
<td>13.97</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

91
(100 is safest)
2017 and 2018 Small DDAs and QCTs

The 2017 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): 2006-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

Select Year
- 2018
- 2017

SilverLeaf at Marshall Site
2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

Angelina  Eastland  Karnes  Roberts
Aransas  Erath  Kerr  Robertson
Atascosa  Falls  Kleberg  Sabine
Austin  Fayette  Lavaca  San Augustine
Bandera  Fort Bend  Lee  San Jacinto
Bastrop  Galveston  Leon  San Patricio
Bee  Goliad  Liberty  Shelby
Bexar  Gonzales  Lipscomb  Smith
Bosque  Gray  Live Oak  Somervell
Brazoria  Gregg  Lubbock  Stephens
Brazos  Grimes  Madison  Travis
Brown  Guadalupe  Marion  Trinity
Burleson  Hardin  Matagorda  Tyler
Caldwell  Harris  Milam  Van Zandt
Calhoun  Harrison  Montgomery  Victoria
Callahan  Hemphill  Newton  Walker
Cameron  Henderson  Nueces  Waller
Chambers  Hidalgo  Ochiltree  Washington
Clay  Hood  Orange  Wharton
Coleman  Houston  Palo Pinto  Wheeler
Colorado  Jackson  Parker  Willacy
Comal  Jasper  Polk  Wilson
Comanche  Jefferson  Rains  
DeWitt  Jim Wells  Refugio  

TExAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
221 E. 11th St., Austin, TX 78701  Main Number: 512-475-3800  Email: Info@tdhca.state.tx.us
P.O. Box 13941, Austin, TX 78711  Toll Free: 800-525-0657  Web: www.tdhca.state.tx.us
Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).
Tab 11

Site Information Form
Part III
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
</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:**

*A description of any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development may help the Applicant avoid future amendments.*

2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynn and Jack Sanders</td>
<td>Jack Sanders</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 1387</td>
<td>Marshall</td>
<td>TX</td>
<td>75671</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain: ______

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [X] Contract for sale.
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [X] Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

Expiration of Contract or Option: **1/30/2019**  
Anticipated Closing Date: **12/30/2018**

3. **Site Control - §10.204(10)**

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

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

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

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- Development is located in a Small Area Difficult Development Area (SADDA)
- **X** Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)

- Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

If a revised form is submitted, date of submission:   


Tab 12

Supporting Documentation from Site Information Part III
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)

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

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

- Letters on company letterhead from local utility providers confirming the site has access to the
  following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if
  applicable.
- Statement explaining how the Development will promote greater choice of housing opportunities and
  avoid undue concentration of assisted persons in areas containing a high proportion of low-income
  persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city
  (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1
  Census data can be accessed using the Advanced Search option at www.census.gov.
- A statement confirming that travel time and cost via public transportation or private automobile, from
  the neighborhood to places of employment providing a range of jobs for lower-income workers, is not
  excessive. This is not applicable for Developments proposing to serve Elderly.
PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-2-2015

UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Lynn and Jack M. Sanders, Jr. (Seller) and Stoneleast Development, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 12, Block 11, Sec. 8, Tr. 4, Bethany Rogers Survey, Abstract 20, Addition, City of Marshall, County of Harrison, Texas, known as Highway 80 East (Victory Dr.), (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to water rights, claims, permits, strips and easements, and cooperative or association memberships (the Property).

3. SALES PRICE:
   A. Cash portion of Sales Price payable by Buyer at closing: $175,000.00
   B. Sum of all financing described in the attached: $175,000.00
   C. Sales Price (Sum of A and B): $350,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate licensee holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the licensee holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit $5,000.00 as earnest money with Central Title, as escrow agent, at 202 N. Boyle (address). Buyer shall deposit additional earnest money of $ as escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:
   A. TITLE POLICY: Seller shall furnish to Buyer at Seller’s expense an owner’s policy of title insurance (Title Policy) issued by Central Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
      (1) Restrictive covenants common to the platted subdivision in which the Property is located.
      (2) The standard printed exception for stand-by fees, taxes and assessments.
      (3) Liens created as part of the financing described in Paragraph 3.
      (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
      (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
      (6) The standard printed exception as to marital rights.
      (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
      (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the Title policy, or (ii) will be amended to read, “shortages in area” at the expense of Buyer.
   B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer’s expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer’s address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller’s control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
   C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer’s lender(s). (Check one box only)
      (1) Within days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller’s existing survey of the Property and a Residential Real Property Survey.

TAR 1607 Initiated for identification by Buyer and Seller
LONGVIEW AREA ASSOCIATION OF R, 1314 J Alley Road Longview, TX 75601
Fax: 903-755-7635
321 Haywood
Produced with zipGenie by zipImage
TREC NO. 9-12
www.zipimage.com

By: Anna Yppen
Dec 29 17 12:58p
Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.

(2) Within days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title; (ii) disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (5) above; (iii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: 


Buyer must object to the earlier of (i) the Closing Date or (ii) __ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object, except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Buyer receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer shall be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver to Buyer the notice relating to the tax rate, bonded indebtedness, or bond fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in
the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code. The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosures of your property.

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

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

7. PROPERTY CONDITION:

A. ACCESS; INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to...
provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

1. any flooding of the Property which has had a material adverse effect on the use of the Property;
2. any pending or threatened litigation, condemnation, or special assessment affecting the Property;
3. any environmental hazards that materially and adversely affect the Property;
4. any dumps, landfill, or underground tanks or containers now or previously located on the Property;
5. any wetlands, as defined by federal or state law or regulation, affecting the Property; or
6. any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:
A. The closing of the sale will be on or before January 30, 2019, or within 7 days after objections made under Paragraph 8D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:
1. Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
2. Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
3. Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
4. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:
A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:
1. After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
2. If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See Attached Addendum

We Minerals to Buyer

12. SETTLEMENT AND OTHER EXPENSES:
A. The following expenses must be paid at or prior to closing:
1. Expenses payable by Seller (Seller's Expenses):
   a. Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fees; and other expenses payable by Seller under this contract.
   b. Seller shall also pay an amount not to exceed $0 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; transfer fee; repair inspection; underwriting fees; wire transfer fee; expenses incidental to any loan; Private Mortgage Insurance Premium (PMI)/VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:
A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and any other expenses prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be returned to Buyer; (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary; or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract or any other agreement which is not resolved will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:
A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract; (ii) liable for interest on the earnest money; and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) return a written release of liability of the escrow agent from all parties; (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to the parties and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand for the earnest money. Escrow agent shall promptly provide
a copy of the demand to the other party. If escrow agent does not receive written objection to
the demand from the other party within 15 days, escrow agent may disburse the earnest
money to the party making demand reduced by the amount of unpaid expenses incurred on
behalf of the party receiving the earnest money and escrow agent may pay the same to the
creditors. If escrow agent complies with the provisions of this paragraph, each party hereby
releases escrow agent from all adverse claims related to the disbursement of the earnest money.
D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow
agent within 7 days of receipt of the request will be liable to the other party for: (i) damages;
(ii) the earnest money; (iii) reasonable attorney’s fees; and (iv) all costs of suit.
E. NOTICES: Escrow agent’s notices will be effective when sent in compliance with Paragraph 21.
Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive
closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will
be in default. Unless expressly prohibited by written agreement, Seller may continue to show the
Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if
Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall
withhold from the sale proceeds an amount sufficient to comply with applicable tax law and
deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal
Revenue Service regulations require filing written reports if currency in excess of specified
amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed
to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:
______________________________________________________________

Phone: ________________________________ Fax: ________________________________
E-mail: ________________________________

To Seller at:

P.O. Box 1387
Marshall, Tex. 76671

Phone: 903 926-0142 Fax: ________________________________
E-mail: ________________________________

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and
cannot be changed except by their written agreement. Addenda which are a part of this contract
are (check all applicable boxes):

☐ Third Party Financing Addendum
☐ Seller Financing Addendum
☐ Addendum for Property Subject to
Mandatory Membership in a Property Owners Association
☐ Buyer’s Temporary Residential Lease
☐ Seller’s Temporary Residential Lease
☒ Addendum for Reservation of Oil, Gas
and Other Minerals
☐ Addendum for “Back-Up” Contract
☐ Addendum for Coastal Area Property
☒ Environmental Assessment, Threatened or
Endangered Species and Wetlands Addendum
☐ Addendum for Property Located Seaward
of the Gulf Intracoastal Waterway
☐ Addendum for Sale of Other Property by Buyer
☐ Addendum for Property in a Propane Gas
System Service Area
☒ Other (list): Add. Attached
23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $500.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within ______ days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: **MIKE PRUITT**  
Seller's Attorney is: _____________________________________________

Phone: 113-823-9055  
Phone: _____________________________________________

Fax: _____________________________________________  
Fax: _____________________________________________

E-mail: mpruit@siuebell.net  
E-mail: _____________________________________________

**EXECUTED the _____ day of ____ , 2018 (EFFECTIVE DATE).**

(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer:  
Seller:  

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-12. This form replaces TREC NO. 9-11.
**BROKER INFORMATION**
(Print name(s) only. Do not sign)

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<th>Represented As:</th>
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<td>☑ Seller and Buyer as an intermediary</td>
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<td>☐ Seller only as Seller's agent</td>
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<td>☐ Buyer only as Buyer's agent</td>
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<tr>
<th>Associate's Name</th>
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<th>Listing Broker's Email Address</th>
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<tr>
<td><a href="mailto:shreve@shreve.net">shreve@shreve.net</a></td>
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<tr>
<th>Selling Broker's Office Address</th>
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Listing Broker has agreed to pay Other Broker of the total sales price when the Listing Broker’s fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of $ (Option Fee) in the form of is acknowledged.

<table>
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<tr>
<th>Seller or Listing Broker</th>
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**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of $ Contract and $5,000 Earnest Money in the form of #002371 is acknowledged.

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<tr>
<th>Escrow Agent</th>
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<tr>
<td>Eden Broker</td>
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<tr>
<th>By:</th>
<th>Central Title Company</th>
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<tbody>
<tr>
<td></td>
<td>200 West Bowie, Suite A</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 269</td>
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<td>Marshall, TX 75670</td>
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<th>Phone:</th>
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<tr>
<td>903-935-1971</td>
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<th>Fax:</th>
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<td>903-935-8001</td>
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TAR 1607

Produced with zipForm® by zipLogix 18230 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

TREC NO. 9-12
Special Provisions

1. Sale of lots 1, 4, 8, 9, 10, 11 and 12 of Whippoorwill Estates, Harrison County, Texas is subject to and contingent on Harrison County Exempting or removing the lots from the Subdivision Rules and Regulations and Restrictions. Seller agrees to cooperate with Buyer’s application to Harrison County to allow multifamily 4-plex construction.

2. Buyer to execute a Utility Easement to Seller across south line of Lots 12, 11, 10, 9 and 8 for Seller to have utilities accessible to Lots 7 and 13. Said Easement shall be surveyed and executed on or before closing. Seller agrees to allow existing easement on survey to be used across Lot 7 if necessary for utilities to Lot 10, etc.

3. Seller makes no representation as to availability of utilities to lots Buyer purchases.

4. Seller makes no representations as to availability of TXDOT permits for access to Lots from Highway 80.

5. Buyer to pay for all additional surveying.

6. Buyer understands and agrees that Lots 1 and 4 do not have access to Pumpkin Center Road. In other words, the 60’ wide access ROW from Pumpkin Center Road to Lots 1 and 4 is excluded from this sale. Buyer agrees the easterly boundary line of Lots 1 and 4 is N18° 41’01”W which is even and in line with the westerly line of Lots 2, 3 and 5. Buyer agrees Lot 1 is not 4.606 acres and Lot 4 is not 3.314 acres, but less the 60’wide strips from Pumpkin Center Road to the easterly boundary line (N18° 41’01”W).

7. Purchase is subject to buyer receiving an allocation of Affordable Housing Tax Credits from Texas Department of Housing and Community Affairs by August 1, 2018.

8. Buyer acknowledges Seller’s retention of mineral rights, however there can be no surface drilling within the boundary of the property being purchased.

9. Seller will not execute an Oil & Gas lease which allows surface drilling within Buyer’s property being purchased.

Page 1 of 1
ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

TBD Victory/Pumpkin Center
(Street Address and City)

Marshall

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):

☐ (1) Seller reserves all of the Mineral Estate owned by Seller.

☐ (2) Seller reserves an undivided __________ interest in the Mineral Estate owned by Seller. NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.

C. Seller ☐ does ☑ does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. NOTE: Surface rights that may be held by other owners of the Mineral Estate (who are not parties to this transaction including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.

D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain Interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Buyer

Seller Jack M. Sanders, Jr.

Buyer

Seller
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: $175,000.00
      PROPOSED INSURED: Stone Leaf Development Partners, LLC
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount: PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:
   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   Jack M. Sanders, Jr. and Lynn Mary Sanders
4. Legal description of land:

**TRACT 1:**
All that certain lot, tract or parcel of land being Lot 1 (4.606ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

**TRACT 2:**
All that certain lot, tract or parcel of land being Lot 4 (3.314ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

**TRACT 3:**
All that certain lot, tract or parcel of land being Lot 8 (2.028ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

**TRACT 4:**
All that certain lot, tract or parcel of land being Lot 9 (1.184ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

**TRACT 5:**
All that certain lot, tract or parcel of land being Lot 10 (.989ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

**TRACT 6:**
All that certain lot, tract or parcel of land being Lot 11 (1.547ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

**TRACT 7:**
All that certain lot, tract or parcel of land being Lot 12 (1.612ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

THIS COMPANY DOES NOT GUARANTEE THAT THE ABOVE SQUARE FOOTAGE AND/OR ACREAGE CALCULATIONS ARE CORRECT.
Countersigned
Central Title Company

Authorized Countersignature

First American Title Guaranty

Christopher M. Leavell
President

Jeffrey S. Robinson
Secretary
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

   Restrictions recorded under County Clerk's File No. 2011-000007955, Official Public Records, and in Cabinet B, Slide 120B, Plat Records, Harrison County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

   (Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (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.
SCHEDULE B
(Continued)

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters:
   a. Item No. 2 will be amended to read "Shortages in area" upon payment of appropriate premium & acceptable survey. (Owner's Policy Only)
   b. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
   c. 30' Utility Easement as shown on the Plat of Whippoorwill Creek Estates recorded in Cabinet B, Slide 120-B, Plat Records, Harrison County, Texas.
   d. 20' Utility Easement as shown on the Plat of Whippoorwill Creek Estates recorded in Cabinet B, Slide 120-B, Plat Records, Harrison County, Texas.
   e. All buildings shall be positioned and set back at least 75’ from the front property lot line, and no structure shall be constructed on the herein described property within 15’ of the side boundary line of said property, as shown in the Restrictions of Whippoorwill Creek Estates recorded under County Clerk's File No. 2011-000007955, Official Public Records, Harrison County, Texas.
   g. Utility Easement dated 10/25/1977 executed by Mildred J. Mahone and Lucille Baldwin, under the will of S.P. Jones, deceased to the City of Marshall, a municipal corporation recorded in Volume 831, Page 418, Deed Records, Harrison County, Texas.
   h. All utility and/or other easements, including but not limited to, public and/or private roadways, streets or alleys, and all underground easements whether visible or not.
   i. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
SCHEDULE B
(Continued)

j. Rights of parties in possession. (Owner’s Policy only)
SCHEDULE C
Commitment No.: 2180004-1 GF No.: 2180004

Your Policy will not cover loss, costs, attorney's 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 Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. The earnest money contract includes a requirement under # 6 A. (8) for the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments, or protrusion, or overlapping of improvement to be amended to read "shortages in area" at the expense of the Buyer on the Owner’s Title Policy to be issued hereunder. In order to provide this coverage, the appropriate additional premium must be paid and Central Title Company must be provided with a new survey of the subject property for review and approval and will revise Schedule B to include any survey exceptions shown on said survey.

6. Obtain and file for record WARRANTY DEED from Jack M. Sanders, Jr. and Lynn Marry Sanders to Stone Leaf Development, LLC. (SELLER TO RETAIN MINERALS)

7. TITLE COMPANY REQUIRES signed copy of Settlement Statement.

8. An "Affidavit as to Debts and Liens" must be completed by Owner/Seller, executed, notarized and returned prior to issuance of policy.

9. Tax certificates must show all taxes paid in full, to and including the year 2017. Any taxes shown on such certificates to be due or payable, must be paid at, or prior to, closing, and we must be furnished with copies of the receipt for payment of such taxes.

10. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owner’s Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of
Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.

11. This commitment is issued for the use and benefit of the parties named as Proposed Seller(s), Proposed Buyer(s) and/or the Proposed Lender(s), and it can not be used by any other party for any benefit whatsoever, nor should it be relied upon for any other party for any use whatsoever.

NOTICE: The title insurance policy being issued to you contains an arbitration provision.

It allows you or the Company to require arbitration if the amount of insurance is $1,000,000 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. NOT APPLICABLE TO TEXAS RESIDENTIAL OWNER POLICY (T-1R).
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:

UNDERWRITER: First American Title Guaranty Company, a Texas Corporation

1. Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

   Directors: Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

   Officers: President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

   CENTRAL VENTURE, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, D/B/A CENTRAL TITLE COMPANY

   Shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:


   Shareholder, owner, partner, or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: None

   If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: None

   If the Title Insurance Agent is a corporation, the following is a list of its officers:

   Betty D. Lamb, President; James I. Calk, Secretary; Jerry W. Hill, Treasurer; Kathy Newsom, Senior Vice President/COO; Ben Robertson, Senior Vice President.

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 any sum 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>$ 1,291.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 1,291.00</strong></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>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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
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 perdidas 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 laws, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown 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 Exception, 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 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 (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.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 2180004-1
GF No.: 2180004

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
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.
IMPORTANT NOTICE
FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE
PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:
1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007
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.

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE GUARANTY

We (First American Title Guaranty) 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.

Countersigned
Central Title Company

By: __________________________
Authorized Countersignature

First American Title Guaranty

Christopher M. Leavell
President
Jeffrey S. Robinson
Secretary
LEGAL DESCRIPTION

TRACT 1:
All that certain lot, tract or parcel of land being Lot 1 (4.606ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

TRACT 2:
All that certain lot, tract or parcel of land being Lot 4 (3.314ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

TRACT 3:
All that certain lot, tract or parcel of land being Lot 8 (2.028ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

TRACT 4:
All that certain lot, tract or parcel of land being Lot 9 (1.184ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

TRACT 5:
All that certain lot, tract or parcel of land being Lot 10 (.989ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

TRACT 6:
All that certain lot, tract or parcel of land being Lot 11 (1.547ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

TRACT 7:
All that certain lot, tract or parcel of land being Lot 12 (1.612ac) of the Whippoorwill Creek Estates in the Bethany Rogers Survey A-20, in Harrison County, Texas, according to a plat of said Addition filed on July 11, 2011, under File No. 2011-000007950 in the office of the County Clerk of Harrison County, Texas, and recorded in Slide B, Cabinet 120-B, Plat Records of Harrison County, Texas.

THIS COMPANY DOES NOT GUARANTEE THAT THE ABOVE SQUARE FOOTAGE AND/OR ACREAGE CALCULATIONS ARE CORRECT.
Tab 13

Multiple Site Information Form

N/A
### Multiple Site Information Form

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

<table>
<thead>
<tr>
<th>1</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<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>
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<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</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>
</tr>
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<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

| Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? | |
|-------------------------------------------------------------------------------------|
|                                                                                     |

| If yes above, describe relationship: | |
|-------------------------------------||

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Address</td>
</tr>
<tr>
<td>b. Address</td>
</tr>
<tr>
<td>c. Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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</table>

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

| Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? | |
|-------------------------------------------------------------------------------------|
|                                                                                     |

| If yes above, describe relationship: | |
|-------------------------------------||

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Address</td>
</tr>
<tr>
<td>b. Address</td>
</tr>
<tr>
<td>c. Address</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: ____________________________
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Seller Address</td>
<td></td>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? [ ]
Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? [ ]
If yes above, describe relationship: [ ]

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>a. Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
Tab 14

Elected Officials
Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, these forms may be left BLANK.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
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</thead>
<tbody>
<tr>
<td><strong>State Senator</strong></td>
<td>District</td>
</tr>
<tr>
<td><strong>Support Letter</strong></td>
<td>Support Letter</td>
</tr>
<tr>
<td><strong>City Mayor</strong></td>
<td>County Judge</td>
</tr>
<tr>
<td><strong>School Superintendent</strong></td>
<td>District Name</td>
</tr>
<tr>
<td><strong>Presiding officer of Board of Trustees</strong></td>
<td>Email</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.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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</tbody>
</table>
Tab 15

Neighborhood Organizations
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, these forms may be left **BLANK**)

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td>Address</td>
<td>City</td>
<td>Zip Phone Fax or Email</td>
</tr>
<tr>
<td>2.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td>Address</td>
<td>City</td>
<td>Zip Phone Fax or Email</td>
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<td>3.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td>Address</td>
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<td>Zip Phone Fax or Email</td>
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<td>4.</td>
<td>Name of Organization</td>
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<td>Address</td>
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<td>Zip Phone Fax or Email</td>
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<td>5.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
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<td>Fax or Email</td>
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<td>Fax or Email</td>
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<td>10.</td>
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<td>Address</td>
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<td>Fax or Email</td>
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</table>
Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1.

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

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

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

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

Notifications made at Application:

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

Part 2.

Notifications - Form and Content:

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

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

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

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

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

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

Part 3.

No Neighborhood Organizations exist (competitive HTC only):

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

Part 4.

Certification

By: Ben Dempsey

Signature of Applicant/Development Owner

2/28/2018

Date

Printed Name

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

11-26-21
My Commission expires

Henderson
County of

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

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

Notary Public Signature
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: ____________________________  2/28/2018

Signature of Applicant/Development Owner

Date

Notarize on next page

Ben Dempsey

Printed Name
Texas
Notary Public, State of

Henderson
County of

8-Aug-21
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

[Notary Public Signature]

[Notary ID: 129617405]
Tab 17
Development Narrative
1. **The proposed Development is:** (Check all that apply)

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
</tr>
</thead>
</table>

(adaptive reuse select New Construction here and adaptive reuse in next box)

Previous TDHCA #  
If Acquisition/Rehab or Rehab, original construction year:  
If Reconstruction,  
Units Demolished  
Units Reconstructed  
If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

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

<table>
<thead>
<tr>
<th>Elderly Limitation</th>
</tr>
</thead>
</table>

**Applicants seeking to be scored as Supportive Housing must select Supportive Housing as the population.**

§10.3(46) **If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.**

Elderly Preference is based on funding from:

3. **Staff Determinations regarding definitions of development activity obtained?**

- [ ] If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

4. **Narrative**

Briefly describe the proposed Development, including any relevant information not already identified above.

SilverLeaf at Marshall is to be a 80 unit elderly limitation development located on approximately 15 +/- acres in Marshall, TX. It will be a new construction development and will include 1 and 2 bedroom apartment homes in 4-plex and 8-plex single story buildings. The apartment homes will serve tenants making 30%, 50% and 60% or less of Area Median Income. As well as a few will be offered to tenants whose income exceeds 60% Area Median Income as market rate apartment homes. Five percent of our apartment homes will serve tenant populations with special housing needs. The development’s location is approximately 1000 ft into the NWC of the intersection of Victory Dr. and Pumpkin Center Rd and is anticipated to start construction at closing, approximately January 15, 2019, and be completed within 12 months of start. The City Commission of Marshall and Harrison County unanimously passed a resolution supporting the SilverLeaf at Marshall, LP. A preliminary market study yielded a considerable need for affordable housing for seniors in the Marshall area.

If a revised form is submitted, date of submission:
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Soft Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 925,384</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Identify any and all set-asides the application will be applying under with an "x". Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? **No**

Has this site/activity previously received TDHCA funds? **No**

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

Has this site/activity previously received non-TDHCA federal funding? **No**

If yes, source: __________________________

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? **No**

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer.” Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- **X** At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

If a revised form is submitted, date of submission: ____________
Tab 18

Development Activities
Part I
1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>7</td>
</tr>
</tbody>
</table>

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

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

   A. **Unit Sizes**

   Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

   OR:

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

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

   Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

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

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

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

   Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

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

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

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

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

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

   **Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).**
Tab 19

Development Activities
Part II
### Development Activities (Continued)

#### 1. Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]
- Development is Rehabilitation and either Supportive Housing or USDA financed **OR** meets the minimum size requirements identified below:
  - **Points claimed:** 8
  - Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
  - **Points claimed:** 7
  - *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.*

<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>

#### 2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]
- At least 20 percent of all low-income Units at 30% or less of AMGI **Direct Loan Points:** 0
- At least 10 percent of all low-income Units at 30% or less of AMGI **Direct Loan Points:** 0
- At least 5 percent of all low-income Units at 30% or less of AMGI **Direct Loan Points:** 0
- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.
  - *Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.*

#### 3. Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]
- **Points claimed:** 21
- **Points claimed:** 6
- **Points claimed:** 15
- **Percentage used for calculation of eligible points under §11.9(c)(1)**
- **CHECK YOUR MATH!**

**Mark only one box below:**
- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Development proposed in all other areas.
  - **Points Claimed:** 16
  - *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)]
- **Points Claimed:** 11

**Mark only one box below:**
- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
- At least 5% of all low-income Units at 30% or less of AMGI

#### 5. Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]
- Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.
- Supportive Housing Development proposed by a Qualified Nonprofit
- All other Developments.
  - **Points Claimed:** 9
The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

Points Claimed: 1

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

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

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

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

Existing Development Name: [__________] TDHCA #: [__________]

[ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

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

[ ] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;

AND

[ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

Points Claimed: 0

C [X] If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs.

MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

[ ] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

[ ] The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;

[ ] Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;

[ ] Development only has units that are restricted for persons with disabilities. A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.

[ ] Development only has units with an existing or proposed 62 or more age restriction.

[ ] Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

[ ] The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.

[ ] The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

[ ] Other disqualifying factor [please explain]

Points Claimed: 2

Application is seeking points for Tenant Populations.

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

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

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

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

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017. [1 point]
Tab 20

Existing Development Information

N/A
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

**Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2017 Qualified Allocation Plan.

**PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1937 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

**IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS** (mark all that apply):

- The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2018). See §11.5(3)(E) and (F) of the 2018 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
- The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2018), **AND** the mortgage is eligible for prepayment or has been prepaid.

**PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

- Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); **OR**
- Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **AND**
  - Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
  - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
  - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

**PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
- The Application proposes the same number of restricted units; **AND** EITHER
PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years’ IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A. The existing Property is expected to have or continue the following benefit: ____________________________

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

________________________________________________________________________________________

- A copy of the contract or agreement securing the funds identified above is provided behind this form.

  The source of funds is: ____________________________
  The annual amount of funds is: ____________________________
  The number of units receiving assistance: ____________________________
  The term of the contract or agreement is (date): ____________________________
  The expiration of the contract or agreement is (date): ____________________________

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s): ____________________________

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis? ____________________________

Was the building occupied at any time during the last ten years? ____________________________

Was the building occupied or suitable for occupancy at the time of purchase? ____________________________

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule? ____________________________

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)? ____________________________

  If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development? ____________________________
Tab 21

Occupied Developments

N/A
Occupied Developments

Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Section 811 PRA or Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

Uniform Relocation Act (URA) Applicability for Section 811 PRA and Direct Loan Applications

- Participation in the Section 811 PRA program is by way of the occupied Rehabilitation (including reconstruction or Adaptive Reuse) Development proposed in the Application.
- Participation in the Section 811 PRA program is by way of the New Construction Development proposed in the Application, and includes the demolition of an occupied structure (e.g. single family house or mobile home).
- Application includes a request for Direct Loan funding (except for Supportive Housing and Soft Repayment TCAP-RF only).

(if none of the three boxes above is checked, you may skip the remainder of this section)

Each of the following items, as applicable, is provided behind this tab:

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

Relocation Certification for Section 811 PRA and Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Section 811 PRA program under (49 CFR Part 24); and for Direct Loans under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"); and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

Signature of Applicant

Printed Name

Date
Relocation Certification for Direct Loan Applications

For Direct Loan Applications (except for Supportive Housing and Soft Repayment Funds, which do not have to complete the rest of this section): A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>
Tab 22

Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]
(If development is scattered site, consult staff.)

Site Plan which:
- states the size of the site on its face
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings, stating sizes, etc.
- identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
- clearly delineates the flood plain boundary lines or states there is no floodplain
- identifies all easements, regardless of how they are held
- indicates placement of detention/retention pond(s) or states there are no detention ponds
- indicates the location and number of parking spaces, garages and carports
- indicates the location and number of accessible parking spaces (review application webinar)
- includes information regarding local parking requirements
- indicates compliant accessible routes
- includes a unit and building type table matrix that indicates the distribution of accessible Units
- describes if applicable how flood mitigation or other required mitigation will be accomplished.

Residential Building floor plans should include the following, building by building:
- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
- location of accessible units

Common Building floor plans should include the following, building by building:
- tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
- tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
- tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
- tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)
- For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

Unit floor plans for each type of Unit
- 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
- All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

Elevations for each side of each building type and must include:
- a percentage estimate of the exterior composition of each elevation
- roof pitch
- Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
SILVERLEAF AT MARSHALL
MARSHALL, TEXAS
80 UNITS

Sheet Index

A0.0  COVER SHEET
A1.0  SITE PLAN
A2.0  A1 UNIT PLAN
A2.1  B1 UNIT PLAN
A3.0  BUILDING 'A' PLAN
A3.1  BUILDING 'A' FRONT ELEVATION
A3.2  BUILDING 'B' PLAN
A3.3  BUILDING 'B' FRONT ELEVATION
A4.0  CLUBHOUSE PLAN
A4.1  CLUBHOUSE ELEVATION

Vicinity Map
UNIT AMENITIES:
- All units must be wired with RG-6U coax or better and CAT3 phone cable or better, wired to each bedroom, dining room, and living room.
- Blinds or window coverings for all windows.
- Screens on all operable windows.
- Exhaust/vent fans (vented to the outside) in bathrooms.
- Energy-star rated lighting in all units which may include compact fluorescent or led light bulbs.
- Plumbing fixtures (toilets and faucets) must meet design standards of Texas Health and Safety Code, Chapter 372.
- All units must have central heating and air-conditioning.
- Covered entries.
- Nine foot ceilings in living room and all bedrooms.
- Microwave ovens.
- Self-cleaning or continuous cleaning ovens.
- Refrigerator with ice maker.
- Storage room or closet approximately 9 square feet or greater.
- Covered patios or balconies.
- Covered parking, at least one covered space per unit.
- R-15 walls / R-30 ceilings.
- 14 SEER HVAC or greater.
UNIT AMENITIES:

- ALL UNITS MUST BE WIRED WITH RG-6U COAX OR BETTER AND CAT3 PHONE CABLE OR BETTER, WIRED TO EACH BEDROOM, DINING ROOM, AND LIVING ROOM.
- BLINDS OR WINDOW COVERINGS FOR ALL WINDOWS.
- SCREENS ON ALL OPERABLE WINDOWS.
- EXHAUST/VENT FANS (VENTED TO THE OUTSIDE) IN BATHROOMS.
- ENERGY-STAR RATED LIGHTING IN ALL UNITS WHICH MAY INCLUDE COMPACT FLUORESCENT OR LED LIGHT BULBS.
- PLUMBING FIXTURES (TOILETS AND FAUCETS) MUST MEET DESIGN STANDARDS OF TEXAS HEALTH AND SAFETY CODE, CHAPTER 372.
- ALL UNITS MUST HAVE CENTRAL HEATING AND AIR-CONDITIONING.
- COVERED ENTRIES
- NINE FOOT CEILINGS IN LIVING ROOM AND ALL BEDROOMS
- MICROWAVE Ovens
- SELF-CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET APPROXIMATE 9 S.F. OR GREATER
- COVERED PATIOS OR BALCONIES
- COVERED PARKING, AT LEAST ONE COVERED SPACE PER UNIT
- R-15 WALLS / R-30 CEILINGS
- 14 SEER HVAC OR GREATER

B1 TWO BEDROOM, ONE BATH 1,000 S.F.
Tab 23

Specifications & Building/Unit Configuration
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bed-rooms</th>
<th># of Baths Per Unit</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>
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<td>A1</td>
<td>1</td>
<td>1</td>
<td>750</td>
<td>2 8</td>
<td>48</td>
<td>36,000</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1</td>
<td>1,000</td>
<td>2 0</td>
<td>32</td>
<td>32,000</td>
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<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80</td>
<td>68,000</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**: 68,000

---

**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:** [ ]
Tab 23a

Mobility Units
## 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.

### Mobility

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (750 S.F.)</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
<td>2</td>
</tr>
<tr>
<td>2/1 (1000 S.F.)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
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</tr>
<tr>
<td></td>
<td>80</td>
<td></td>
<td></td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

### Example:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (874 sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1006)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
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</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1106)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td></td>
<td>4</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 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.

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<tbody>
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<td></td>
<td>80</td>
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<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (750 S.F.)</td>
<td>48</td>
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<td>2.4</td>
<td>2.4</td>
<td>2</td>
</tr>
<tr>
<td>2/1 (1000 S.F.)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>80</td>
<td>5%</td>
<td>4</td>
<td>4</td>
<td>4</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>Mobility Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</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]

Date: 2-16-18

Printed Name: [Name]

Firm Name: [Company]

[Signature]

[Name]

[Company]
Tab 23b

HV Units
### Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and

(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit Description</strong></td>
<td><strong>80</strong></td>
<td><strong>2%</strong></td>
<td><strong>1.6</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td>1/1 (750 S.F.)</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (1000 S.F.)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>80</strong></td>
<td><strong>1.6</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></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><strong>Unit Description</strong></td>
<td><strong>68</strong></td>
<td><strong>2%</strong></td>
<td><strong>1.36</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>1.36</strong></td>
<td><strong>3</strong></td>
<td><strong>2</strong></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  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 Description</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>1/1 (750 S.F.)</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (1000 S.F.)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>80</td>
<td>2%</td>
<td>1.6</td>
<td>2</td>
<td>2</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 Description</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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

**By:**

Signature

Date: 2-16-18

**Printed Name:**

JASON KELS

**Firm Name (If applicable):**

CROSS ARCHITECTS, PLLC.
Tab 23c

Parking
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>150</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered</td>
<td>80</td>
<td>0.5333333333</td>
</tr>
<tr>
<td>Uncovered</td>
<td>60</td>
<td>0.4</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>10</td>
<td>0.0666666667</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>150</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>0.6666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.2222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

chart above must be completed first

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>9</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered</td>
<td>4.8</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Uncovered</td>
<td>3.6</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>9</td>
<td>4</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: ___________________________
Signature

____________________________
Printed Name

____________________________
Date

____________________________
Firm Name (If applicable)
**Accessible Parking Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be 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>150</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered</td>
<td>80</td>
<td>0.5333333333</td>
</tr>
<tr>
<td>Uncovered</td>
<td>60</td>
<td>0.4</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>10</td>
<td>0.0666666667</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>150</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>0.6666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.2222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

Chart above must be completed first

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>9</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered</td>
<td>4</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Uncovered</td>
<td>3</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>9</td>
<td>4</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
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<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></td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: 

Signature

2-16-18

Printed Name

Cross Architects, P.C.

Firm Name (if applicable)
Tab 24

Rent Schedule
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th># 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>4</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>3,000</td>
<td>321</td>
<td>41</td>
<td>280</td>
<td>1,120</td>
</tr>
<tr>
<td>TC 50% LH/50%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>6,000</td>
<td>535</td>
<td>41</td>
<td>494</td>
<td>3,952</td>
</tr>
<tr>
<td>TC 60%</td>
<td>16</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>12,000</td>
<td>642</td>
<td>41</td>
<td>601</td>
<td>9,616</td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>3,000</td>
<td>642</td>
<td>41</td>
<td>642</td>
<td>2,568</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>2,000</td>
<td>385</td>
<td>52</td>
<td>333</td>
<td>666</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>7,000</td>
<td>642</td>
<td>52</td>
<td>590</td>
<td>4,130</td>
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<tr>
<td>TC 60%</td>
<td>19</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>19,000</td>
<td>771</td>
<td>52</td>
<td>719</td>
<td>13,661</td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>4,000</td>
<td>771</td>
<td>771</td>
<td>771</td>
<td>3,084</td>
</tr>
<tr>
<td>TC 60%</td>
<td>16</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>12,000</td>
<td>642</td>
<td>41</td>
<td>601</td>
<td>9,616</td>
</tr>
</tbody>
</table>

| Non Rental Income per unit/month for:          | $8.00      |               |                          | 68,000                  | 48,413               |
| Non Rental Income per unit/month for:          | 2.00       |               |                          |                         |                      |
| Non Rental Income per unit/month for:          | 0.00       |               |                          |                         |                      |
| **TOTAL NONRENTAL INCOME** per unit/month for: | **$10.00** |               |                          | 80                      | 800                  |

= **POTENTIAL GROSS MONTHLY INCOME**

= **EFFECTIVE GROSS MONTHLY INCOME**

= **EFFECTIVE GROSS ANNUAL INCOME**

49,213

45,522

546,264

If a revised form is submitted, date of submission: 

136113.075
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>Housing Tax Credits</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>8%</td>
<td>8%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>21%</td>
<td>19%</td>
</tr>
<tr>
<td>TC60%</td>
<td>71%</td>
<td>64%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>MR Total</td>
<td>8</td>
<td>0</td>
</tr>
<tr>
<td>Total Units</td>
<td>80</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mortgage Revenue Bond</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBM</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Loan</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>8</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>8</td>
<td>0</td>
</tr>
</tbody>
</table>

| Other | Total OT Units | 0 |
|-------|----------------|

<table>
<thead>
<tr>
<th>Acquisitions + Hard</th>
<th>Cost Per Sq Ft</th>
<th>$108.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard</td>
<td>Cost Per Sq Ft</td>
<td>$108.50</td>
</tr>
<tr>
<td>Building</td>
<td>Cost Per Sq Ft</td>
<td>$72.79</td>
</tr>
</tbody>
</table>

*DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.*
Tab 25

Utility Allowances
## Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$7</td>
<td>$9</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$3</td>
<td>$4</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$11</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$11</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$9</td>
<td>$11</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td>$12</td>
<td>$20</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td>$16</td>
<td>$25</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td>$11</td>
<td>$11</td>
<td></td>
<td></td>
<td></td>
<td>Marshall Housing Authority</td>
</tr>
<tr>
<td>Flat Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ -</td>
<td>$41</td>
<td>$52</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: _____________________________
<table>
<thead>
<tr>
<th>Locality</th>
<th>MARSHALL, TEXAS</th>
<th>Unit Type</th>
<th>MULTI-FAMILY</th>
<th>Date (mm/dd/yyyy)</th>
<th>11-18-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility or Service</td>
<td></td>
<td>Monthly Dollar Allocations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 BR</td>
<td>1 BR</td>
<td>2 BR</td>
<td>3 BR</td>
<td>4 BR</td>
</tr>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>8</td>
<td>13</td>
<td>19</td>
<td>25</td>
<td>34</td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>5</td>
<td>7</td>
<td>9</td>
<td>11</td>
<td>14</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>9</td>
<td>11</td>
<td>14</td>
<td>19</td>
<td>22</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>9</td>
<td>11</td>
<td>14</td>
<td>19</td>
<td>23</td>
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<tr>
<td>Water Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>7</td>
<td>9</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>8</td>
<td>13</td>
<td>17</td>
<td>21</td>
<td>27</td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>8</td>
<td>9</td>
<td>11</td>
<td>13</td>
<td>17</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>8</td>
<td>12</td>
<td>20</td>
<td>28</td>
<td>36</td>
</tr>
<tr>
<td>Sewer</td>
<td>11</td>
<td>16</td>
<td>25</td>
<td>33</td>
<td>42</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>11</td>
<td>11</td>
<td>11</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Other – specify</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUSTOMER CHARGES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Actual Family Allowances**: To be used by the family to compute allowance.

Complete below for the actual unit rented.

**Name of Family**

**Address of Unit**

**Number of Bedrooms**

---

Utility or Service | per month cost
---|---
Heating | $ |
Cooking | $ |
Other Electric | $ |
Air Conditioning | $ |
Water Heating | $ |
Water | $ |
Sewer | $ |
Trash Collection | $ |
Range/Microwave | $ |
Refrigerator | $ |
Other | $ |
Total | $ |

form HUD-52667 (09/14)
ref Handbook 7420 8

Previous editions are obsolete

Page 1 of 1
Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$9,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$2,400</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,400</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$19,700</td>
</tr>
</tbody>
</table>

### Management Fee:
- Percent of Effective Gross Income: 4.00%
- Amount: $21,850

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$36,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$24,000</td>
</tr>
<tr>
<td>Other</td>
<td>$14,000</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$74,000</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td>$7,200</td>
</tr>
<tr>
<td>Grounds</td>
<td>$15,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$10,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$10,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$52,200</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$8,400</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>$10,560</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$35,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$53,960</td>
</tr>
</tbody>
</table>

### Annual Property Insurance:
- Rate per net rentable square foot: $0.30
- Amount: $20,550

### Property Taxes:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td>Source:</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$47,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$47,000</td>
</tr>
</tbody>
</table>

### Reserve for Replacements:
- Annual reserves per unit: $250
- Amount: $20,000

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$3,600</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$3,200</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$7,800</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES
- Expense per unit: $3963
- Amount: $317,060
- Expense to Income Ratio: 58.04%

### NET OPERATING INCOME (before debt service)
- Amount: $229,204

### Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Loan</td>
<td>$199,134</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL DEBT SERVICE
- Debt Coverage Ratio: 1.15
- Amount: $199,134

### NET CASH FLOW
- Amount: $30,070

If a revised form is submitted, date of submission: __________
Tab 27

15 Year Pro Forma
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>$580,956</td>
<td>$592,575</td>
<td>$604,427</td>
<td>$616,515</td>
<td>$628,845</td>
<td>$694,296</td>
<td>$766,559</td>
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<tr>
<td>Secondary Income</td>
<td>$9,600</td>
<td>$9,792</td>
<td>$9,988</td>
<td>$10,188</td>
<td>$10,391</td>
<td>$11,473</td>
<td>$12,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$590,556</td>
<td>$602,367</td>
<td>$614,414</td>
<td>$626,703</td>
<td>$639,237</td>
<td>$705,769</td>
<td>$779,226</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($44,292)</td>
<td>($45,178)</td>
<td>($46,081)</td>
<td>($47,003)</td>
<td>($47,943)</td>
<td>($52,933)</td>
<td>($58,442)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
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<td></td>
<td></td>
<td></td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$546,264</td>
<td>$557,190</td>
<td>$568,333</td>
<td>$579,700</td>
<td>$591,294</td>
<td>$652,836</td>
<td>$720,784</td>
</tr>
</tbody>
</table>

### EXPENSES

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<td>General &amp; Administrative Expenses</td>
<td>$19,700</td>
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</tr>
<tr>
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</tr>
<tr>
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<td>$58,752</td>
<td>$68,109</td>
</tr>
<tr>
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<td>$9,179</td>
<td>$9,454</td>
<td>$10,960</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$45,560</td>
<td>$46,927</td>
<td>$48,335</td>
<td>$49,785</td>
<td>$51,278</td>
<td>$59,445</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$20,550</td>
<td>$21,167</td>
<td>$21,801</td>
<td>$22,456</td>
<td>$23,129</td>
<td>$26,813</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$47,000</td>
<td>$48,410</td>
<td>$49,862</td>
<td>$51,358</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
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<td>$22,510</td>
<td>$26,095</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$7,800</td>
<td>$8,034</td>
<td>$8,275</td>
<td>$8,523</td>
<td>$8,779</td>
<td>$10,177</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$317,260</td>
<td>$326,513</td>
<td>$336,039</td>
<td>$345,845</td>
<td>$355,940</td>
<td>$411,051</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$229,004</td>
<td>$230,676</td>
<td>$232,294</td>
<td>$233,855</td>
<td>$235,354</td>
<td>$241,785</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$29,870</td>
<td>$31,542</td>
<td>$33,160</td>
<td>$34,721</td>
<td>$36,220</td>
<td>$42,651</td>
<td>$46,874</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$29,870</td>
<td>$61,413</td>
<td>$94,573</td>
<td>$129,294</td>
<td>$165,515</td>
<td>$362,694</td>
<td>$586,506</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.16</td>
<td>1.17</td>
<td>1.17</td>
<td>1.18</td>
<td>1.21</td>
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<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

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>
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<tbody>
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<td>$592,575</td>
<td>$604,427</td>
<td>$616,515</td>
<td>$628,845</td>
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<td>$10,391</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$614,314</td>
<td>$626,703</td>
<td>$639,237</td>
<td>$705,769</td>
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<tr>
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<td>($44,292)</td>
<td>($45,178)</td>
<td>($46,081)</td>
<td>($47,003)</td>
<td>($47,943)</td>
<td>($52,933)</td>
<td>($58,447)</td>
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<tr>
<td>Rental Concessions</td>
<td>$50</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$546,264</td>
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<td>$568,333</td>
<td>$579,700</td>
<td>$591,294</td>
<td>$652,836</td>
<td>$720,784</td>
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</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
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<th>YEAR 4</th>
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<tr>
<td>General &amp; Administrative Expenses</td>
<td>$19,700</td>
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<td>$21,527</td>
<td>$22,173</td>
<td>$25,704</td>
<td>$29,798</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$26,450</td>
<td>$26,979</td>
<td>$27,519</td>
<td>$28,066</td>
<td>$28,630</td>
<td>$31,610</td>
<td>$34,900</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$69,600</td>
<td>$71,688</td>
<td>$73,839</td>
<td>$76,054</td>
<td>$78,335</td>
<td>$90,812</td>
<td>$105,276</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,200</td>
<td>$53,766</td>
<td>$55,379</td>
<td>$57,040</td>
<td>$58,752</td>
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<td>$78,957</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$8,400</td>
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<td>$9,454</td>
<td>$10,960</td>
<td>$12,705</td>
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<td>$45,560</td>
<td>$46,927</td>
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<td>$49,785</td>
<td>$51,278</td>
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<td>$68,914</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$20,550</td>
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<td>$52,999</td>
<td>$61,324</td>
<td>$71,092</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
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<td>$21,855</td>
<td>$22,510</td>
<td>$26,095</td>
<td>$30,252</td>
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<td>Other Expenses</td>
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<td>$8,034</td>
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<td>$8,779</td>
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<td>$11,798</td>
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<td>$355,940</td>
<td>$411,051</td>
<td>$474,776</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$229,004</td>
<td>$230,676</td>
<td>$227,294</td>
<td>$233,855</td>
<td>$235,354</td>
<td>$241,785</td>
<td>$246,008</td>
</tr>
</tbody>
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<table>
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<tr>
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</tr>
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By: (Signature) [Name]

By: (Signature) [Name]

By: (Signature) [Name]

By: (Signature) [Name]

Signature, Authorized Representative, Construction or Permanent Lender  

Signature, Authorized Representative, Syndicator  

By: (Signature) [Name]

By: (Signature) [Name]

By: (Signature) [Name]

By: (Signature) [Name]

Phone:

Email:

Date:

Printed Name:

Date:

Printed Name:

If a revised form is submitted, date of submission:
Tab 28

Offsite Costs Breakdown
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
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</thead>
<tbody>
<tr>
<td>Off Site Utilities</td>
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<td>$25,000.00</td>
<td></td>
<td>$25,000.00</td>
<td>$25,000.00</td>
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<tr>
<td>Sewer Laterals</td>
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<td>$25,000.00</td>
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<tr>
<td>Off site paving</td>
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<td>$90,000.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$140,000.00</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

Seal

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 Utilities</td>
<td></td>
<td>$ 25,000.00</td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
</tr>
<tr>
<td>Sewer laterals</td>
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<td>$ 25,000.00</td>
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<td></td>
<td></td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Off site paving</td>
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<td>$ 90,000.00</td>
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<td></td>
<td></td>
<td>$ 90,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Bob Staehs

Printed Name

2/15/18

Date

If a revised form is submitted, date of submission: 2/15/18

Seal
Tab 29

Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity 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>
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</thead>
<tbody>
<tr>
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<td>$ 270,000.00</td>
<td></td>
<td></td>
<td>$ 270,000</td>
</tr>
<tr>
<td>On Site Utilities</td>
<td></td>
<td></td>
<td>$ 280,000.00</td>
<td></td>
<td></td>
<td>$ 280,000</td>
</tr>
<tr>
<td>Bumper Stops, striping, signs</td>
<td></td>
<td></td>
<td>$ 15,000.00</td>
<td></td>
<td></td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 990,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Seal

Date

If a revised form is submitted, date of submission:
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

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Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A.</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$ 220,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 220,000</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>On site concrete</td>
<td>$ 90,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 90,000</td>
</tr>
<tr>
<td>On site electrical</td>
<td>$ 65,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 65,000</td>
</tr>
<tr>
<td>On site paving</td>
<td>$ 270,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 270,000</td>
</tr>
<tr>
<td>On site utilities</td>
<td>$ 280,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 280,000</td>
</tr>
<tr>
<td>Bumper stops, striping, signs</td>
<td>$ 15,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 990,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: Bob Staehs
Printed Name: Bob Staehs
Date: 2/15/18

If a revised form is submitted, date of submission: [ ]
INDEPENDENT ACCOUNTANTS’ REPORT
ON APPLYING AGREED-UPON PROCEDURES

To: SilverLeaf at Marshall, LP
1920 S. 3rd Street
Mabank, Texas 75147

RE: Name of Property: SilverLeaf at Marshall (the “Property”)
TDHCA #: 18152 (the “Owner”)
Name of Applicant: SilverLeaf at Marshall, LP

We have performed the procedures enumerated below, which were agreed to by the Texas Department of Housing and Community Affairs (the “Agency”) and at the request of the Owner (collectively the “Specified Parties”), solely to assist you with respect to determining whether certain site work and off-site costs are expected to be includable in eligible basis per the tax credit application documents of the Owner submitted to the Agency. The Owner is responsible for determining whether certain site improvements are expected to be includable in eligible basis. The sufficiency of these procedures is solely the responsibility of the Specified Parties. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and associated findings are as follows:

1. We read the detailed cost breakdown for all estimated site work and off-site costs, completed by a third party engineer, licensed to practice in the State of Texas, and the development cost schedule, provided by the Owner, to identify total estimated site-work costs.

Finding: We determined that the detailed cost breakdown for estimated site work and off-site costs for the Property agrees to the detailed site work and off-site costs estimate prepared by Bob Staehs, P.E. (the “Licensed Professional Engineer”), and dated as of February 15, 2018.

2. We read the pertinent portions of the Internal Revenue Cost Section 42 and the Treasury Regulations (“IRC 42”) to determine the definition of eligible basis. We also read Internal Revenue Service Technical Advice Memoranda 200043015, 200043016, 200043017, 200044004, 200044005 and 200203013, along with IRS Revenue Ruling 2002-9 (the “TAMs”), to identify which costs can be included into eligible basis.

Finding: We determined the definition of eligible basis, as it pertains to the inclusion of site work costs in eligible basis.
3. We read IRS Private Letter Ruling 200916007 ("PLR 200916007").

**Finding:** We determined the facts and fact pattern that the IRS concluded were relevant to whether off-site costs were included in eligible basis, for purposes of PLR 2001916007.

4. We read pertinent portions of the 2018 Housing Tax Credit Program Qualified Allocation Plan (the "QAP") and the 2018 Uniform Multifamily Rules (the "Uniform Rules") for the 2018 Uniform Multifamily Application (the "Application") to determine criteria specific to Site-work Cost and Off-site Cost Schedules that is to be submitted by the Owner to the Agency.

**Finding:** We determined that the estimated site work and off-site costs exceeded $15,000 per unit. Therefore, the Owner is required to provide a letter from a certified public accountant allocating which portions of those site works costs should be included in eligible basis and which portions of off-site costs should be included in eligible basis, based on PLR 200916007.

5. We discussed the estimated site work and off-site costs, the accounting treatment of the site work and off-site costs, and the eligible basis treatment of the site work and off-site costs with the Owner;

**Finding:** We determined that expect site work costs of $990,000 and off-site costs of $0 are includable in eligible basis.

The IRS ruled in PLR 200916007 that certain off-site land improvements were not capitalizable as amounts paid to create an intangible, were properly allocable only to, and among, the project's residential rental buildings, and the cost of the infrastructure improvements would be includable in the eligible basis of the project's residential rental buildings under IRS Section 42(d)(1).

The Agency has requested our comments on whether the fact patterns for the off-site costs contemplated for the Property by the Owner are similar to the fact patterns described in PLR 200916007. Based on our reading of PLR 200916007, we believe the relevant fact patterns to be:

- The off-site costs would be required by state or local government, would benefit the property, would be immediately transferred to a state or local government for dedication to the general public use, and would be maintained by the state or local government ("dedicated improvements");
- The off-site costs were incurred by reason of the taxpayer's production activities, would be considered indirect costs to the construction of the property, and would be properly allocable to the taxpayer's construction activities, and therefore, the Property;
- Based on the nature and character of the off-site costs, there is a cause and effect or other reasonable relationship that exists between the costs incurred for the infrastructure improvements and the Property's residential rental buildings;
- Under a specific identification method, as described in IRS Section 1.263A-1(g), the costs incurred to construct the infrastructure improvements are properly allocable only, and among the Property's residential rental buildings; and
Based on our understanding of the IRS Technical Advice Memoranda, PLR 200916007 and representations made to us by the Owner regarding the probable character and nature of the estimated site work and off-site costs, we determined that estimated site work costs of $990,000 and off-site costs of $0 are potentially includable in eligible basis at cost certification, based on an estimate of site work and off-site costs of $1,130,000 by the Licensed Professional Engineer for the Property. The breakout of site work and off-site costs from the application is as follows:

<table>
<thead>
<tr>
<th>Total Costs</th>
<th>Eligible Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site cost</td>
<td>$140,000</td>
</tr>
<tr>
<td>Site work cost</td>
<td>$ 990,000</td>
</tr>
<tr>
<td>Total costs</td>
<td>$1,130,000</td>
</tr>
<tr>
<td>$990,000</td>
<td>$990,000</td>
</tr>
</tbody>
</table>

The final determination of site work and off-site costs that are includable in eligible basis of the Property at cost certification cannot be made until the site work is completed, and the character and nature of the site work can be evaluated. Furthermore, the Owner’s treatment of site work and off-site costs is not free from challenge by the IRS and the final outcome of these issues in an IRS examination is not free from doubt.

The author of this document’s written tax advice did not intend nor write the advice to be used to avoid any penalty imposed by a taxing authority, nor may any recipient of this document use this document’s written tax advice for that purpose. This document’s tax advice was written specifically to support the promotion or marketing of the matter addressed by the written tax advice. Therefore, any recipient of this document should seek an independent tax professional’s advice regarding the recipient’s particular circumstances.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion or a conclusion on the determination of whether site work costs are expected to be includable in eligible basis per the tax credit application documents of the Owner submitted to the Agency. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
This report is intended solely for the information and use of the Specified Parties, is not intended to be, and should not be used by anyone other than those specified parties.

Novogratz & Company LLP

Austin, Texas
February 27, 2018

Contact person for questions about this report: George Littlejohn
Phone# (512) 340-0420
Facsimile# (512) 340-0421
E-Mail George.Littlejohn@novoco.com
## Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- if based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity 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>Rough grading</td>
<td></td>
<td></td>
<td>$220,000.00</td>
<td></td>
<td></td>
<td>$220,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
<td>$50,000.00</td>
<td></td>
<td></td>
<td>$50,000</td>
</tr>
<tr>
<td>On site concrete</td>
<td></td>
<td></td>
<td>$90,000.00</td>
<td></td>
<td></td>
<td>$90,000</td>
</tr>
<tr>
<td>On site electrical</td>
<td></td>
<td></td>
<td>$65,000.00</td>
<td></td>
<td></td>
<td>$65,000</td>
</tr>
<tr>
<td>On site paving</td>
<td></td>
<td></td>
<td>$270,000.00</td>
<td></td>
<td></td>
<td>$270,000</td>
</tr>
<tr>
<td>On site utilities</td>
<td></td>
<td></td>
<td>$280,000.00</td>
<td></td>
<td></td>
<td>$280,000</td>
</tr>
<tr>
<td>Bumper stops, striping, signs</td>
<td></td>
<td></td>
<td>$15,000.00</td>
<td></td>
<td></td>
<td>$15,000</td>
</tr>
</tbody>
</table>

Total: $920,000

Signature of Registered Engineer: __________________________
Printed Name: __________________________
Date: 7/1/08
Seal: __________________________

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 costs, two different methods may be used:

Column D: To arrive at total construction costs in Column B:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off Site Utilities</td>
<td></td>
<td>$ 25,000.00</td>
<td></td>
<td>$ 25,000.00</td>
<td>$ 25,000</td>
<td>$ 90,000</td>
</tr>
<tr>
<td>Sewer laterals</td>
<td></td>
<td>$ 25,000.00</td>
<td></td>
<td>$ 25,000.00</td>
<td>$ 25,000</td>
<td></td>
</tr>
<tr>
<td>Off site paving</td>
<td></td>
<td>$ 90,000.00</td>
<td></td>
<td>$ 90,000.00</td>
<td>$ 90,000</td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 140,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification: [Signature]

Printed Name: [Name]

Date: [Date]

If a revised form is submitted, date of submission: [Date]
Tab 30

Development Cost Schedule
### Development Cost Schedule

**TOTAL DEVELOPMENT SUMMARY**

<table>
<thead>
<tr>
<th>Total Development Summary</th>
<th>Eligible Basis (if Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

### ACQUISITION

- **Site acquisition cost**
- **Existing building acquisition cost**
- **Closing costs & acq. legal fees**
- **Other (specify) - see footnote 1**
- **Other (specify) - see footnote 1**

**Subtotal Acquisition Cost**: $175,000

### OFF-SITES

- **Off-site concrete**
- **Storm drains & devices**
- **Water & fire hydrants**
- **Off-site utilities**
- **Sewer lateral(s)**
- **Off-site paving**
- **Off-site electrical**
- **Other (specify) - see footnote 1**
- **Other (specify) - see footnote 1**

**Subtotal Off-Sites Cost**: $140,000

### SITE WORK

- **Demolition**
- **Asbestos Abatement (Demolition Only)**
- **Detention**
- **Rough grading**
- **Fine grading**
- **On-site concrete**
- **On-site electrical**
- **On-site paving**
- **On-site utilities**
- **Decorative masonry**
- **Bumper stops, striping & signs**
- **Other (specify) - see footnote 1**

**Subtotal Site Work Cost**: $990,000

### SITE AMENITIES

- **Landscaping**
- **Pool and decking**
- **Athletic court(s), playground(s)**
- **Fencing**
- **Other (specify) - see footnote 1**

**Subtotal Site Amenities Cost**: $90,000

---

*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.*
### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>975,000</td>
<td>975,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>280,000</td>
<td>280,000</td>
</tr>
<tr>
<td>Metals</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,220,000</td>
<td>1,220,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>145,000</td>
<td>145,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>105,000</td>
<td>105,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>695,000</td>
<td>695,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>560,000</td>
<td>560,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Building Costs</td>
<td>$4,950,000</td>
<td></td>
</tr>
</tbody>
</table>

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

**TOTAL BUILDING COSTS & SITE WORK**

(including site amenities)

<table>
<thead>
<tr>
<th>Contingency</th>
<th>6.89%</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL HARD COSTS</strong></td>
<td>$6,595,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th></th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>395,700</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td>131,900</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td></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>6.00%</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

| Before 11.9(e)(2)                         | $7,518,300       | $0              |

**Voluntary Eligible “Hard Costs” (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

$0.00 psf

---

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>9,500</td>
<td>9,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Survey</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

|                      | $627,500 | $0      | $587,500 |

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>339,150</td>
<td>339,150</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></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>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>75,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$36,800</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>$40,000</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$40,000</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>$20,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

$865,950

## DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$50,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>$400,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>$859,000</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

$1,309,000

## RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>$80,000</td>
</tr>
<tr>
<td>Operating</td>
<td>$275,000</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

$355,000

## TOTAL HOUSING DEVELOPMENT COSTS

$10,850,750

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**

$0

**Total Adjusted Basis**

$12,868,635

**Total Qualified Basis**

$11,581,772

**Credits Supported by Eligible Basis**

$925,384

*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: **Mike Sugrue**

Phone Number for Contact: **(903) 887-4344**

If a revised form is submitted, date of submission: **[ ]**
Tab 31

Financing Narrative & Summary of Sources & Uses
Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Debt**

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Chase</td>
<td></td>
<td>$6,300,000</td>
<td>4.25%</td>
<td>1st</td>
<td>$2,859,145</td>
<td>5.70%</td>
</tr>
</tbody>
</table>

**Third Party Equity**

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>HTC</td>
<td>$925,384</td>
<td>$3,500,000</td>
<td>$7,864,977</td>
<td>0.85</td>
<td></td>
</tr>
</tbody>
</table>

**Grant**

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -</th>
</tr>
</thead>
</table>

**Deferred Developer Fee**

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -</th>
</tr>
</thead>
<tbody>
<tr>
<td>StoneLeaf Development Partners, LLC</td>
<td></td>
<td>$1,050,750</td>
<td>$126,628</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other**

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -</th>
</tr>
</thead>
</table>

**Total Sources of Funds** | $10,850,750 | **Total Uses of Funds** | $10,850,750
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).

It is contemplated that Bank of Oklahoma will make a construction loan of approximately $6,300,000.00 and a permanent loan of approximately $2,859,145. This along with the investment proceeds from TBD syndicator and the deferred developer fee of approximately $126,628 will be sufficient to complete and operate the property.

Describe the replacement reserves:

Replacement reserves of $250 per unit per year will be deposited into a separate account held by the lender. The developer through the management company, will request funds as necessary for replacement of materials on the property, ie: flooring, appliances, etc.

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):

The property will be operated by the use of allowed LIHTC rents.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: ________________________________

Email address: ________________________________

If a revised form is submitted, date of submission: ________________________________
# Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Repayable)</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayment)</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>Bank of Oklahoma</td>
<td></td>
<td>$6,300,000</td>
<td>$2,859,145</td>
</tr>
</tbody>
</table>

| Third Party Equity     |                                             |                     |                   |                   |                   |                |            |                |               |
| TBD                    | HTC                                         | $925,384            | $3,500,000        | $7,864,977        | 0.85             |                |            |                |               |

| Grant                  |                                             |                     |                   |                   |                   |                |            |                |               |

| Deferred Developer Fee |                                             |                     |                   |                   |                   |                |            |                |               |
| StoneLeaf Development Partners | $1,050,750 | $126,628 |

| Other                  |                                             |                     |                   |                   |                   |                |            |                |               |
| Direct Loan Match      |                                             |                     |                   |                   |                   |                |            |                |               |

| Total Sources of Funds | $10,850,750 | $10,850,750 |
| Total Uses of Funds   | $10,850,750 | $10,850,750 |
**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, this includes the anticipated date the HUD FHA application will be submitted.

It is contemplated that Bank of Oklahoma will make a construction loan of approximately $6,300,000.00 and a permanent loan of approximately $2,859,145. This along with the investment proceeds of approximately $7,864,977 from a TBD syndicator and the deferred developer fee of approximately $126,628 will be sufficient to complete and operate the property.

Describe the replacement reserves:

Replacement reserves of $250 per unit per year will be deposited into a separate account held by the lender. The developer through the management company, will request funds as necessary for replacement of materials on the property, ie flooring, appliances, etc.

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:

The property will be operated by the use of allowed LIHTC rents. No subsidies or assistance is being applied for.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

**Signature, Authorized Representative, Construction or Permanent Lender:**

**Printed Name:**

**Date:**

**Telephone:** 918-588-6420

**Email address:** albers@bokf.com

If a revised form is submitted, date of submission: 2-27-2018
Tab 32

Financial Capacity and Construction Oversight
(Direct Loan Applications Only)

N/A
Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable) [§13.8(c)(5) and (6)]

**Financial Capacity (10 TAC §13.8(c)(5))**
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**

- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

**Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))**
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in a repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%.

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner bank or banks confirming that such funds are available at commitment and until the required investment is completed.
Tab 33

Matching Funds
(Direct Loan Applications only)

N/A
Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the
anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the
Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other
documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well
as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**CANNOT INCLUDE DEVELOPER FEES**

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Type of Match Pledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Non-Federal Grants</td>
</tr>
</tbody>
</table>
| N/A             | Waived, foregone or deferred fees and charges (e.g.,
debris removal and container fees, tap fees, building
permits, other mandatory fees charged by the local
municipality)         |
| N/A             | Below Market Interest Rate Loan |
| N/A             | Property Tax Abatement  |
| N/A             | Donated Non-Professional Labor |
| N/A             | Non-Federally Funded Infrastructure |
| N/A             | Rental Value of Donated Use of Site Preparation or
Construction Equipment |
| N/A             | Donated Construction Materials |
| N/A             | Donated Site Preparation |
| N/A             | Donated Demolition Services |
| N/A             | Donated Real Property   |
| $                | Total Value of Match Pledged |
| $                | Total Amount of MF Direct Loan funds Requested |
| #DIV/0!          | Percentage of MF Direct Loan Funds to be Matched
(Total Value of Match /MF Direct Loan Funds Requested) |
Tab 34

Finance Scoring
(Competitive HTC Apps only)
### Finance Scoring (for Competitive HTC Applications ONLY)

| Self Score Total: | 120 |

#### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

- **City of Marshall**

- [X] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.

- [X] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.

- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

| Total Points Claimed: | 1 |

#### 2. Financial Feasibility (§11.9(e)(1))

- [X] Eligible Pro-Forma and letter stating the Development is financially feasible.

| Total Points Claimed: | 16 |

- [X] Eligible Pro-Forma and letter stating Development and Principals are acceptable.

| Total Points Claimed: | 18 |

#### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI

| 7.50% |

- HTC funding request as a percent of Total Housing Development Cost

| 8.53% |

**Eligibility for points:**

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding

| 0 |

- Housing Tax Credit Request

| 0 |

- Housing Tax Credit Request

| 2 |

- Housing Tax Credit Request

| 1 |

*Be sure no more than 50% of Developer fees are deferred.*

| Total Points Claimed: | 3 |
Tab 35

Supporting Documentation
### Supporting Documents

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>X</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of <strong>all</strong> Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
<tr>
<td>N/A</td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td>N/A</td>
<td>Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.</td>
</tr>
<tr>
<td>X</td>
<td>Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]</td>
</tr>
<tr>
<td>N/A</td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$580,955</td>
<td>$592,575</td>
<td>$604,427</td>
<td>$616,515</td>
<td>$628,845</td>
<td>$641,396</td>
<td>$671,559</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$9,600</td>
<td>$9,792</td>
<td>$9,888</td>
<td>$10,188</td>
<td>$10,391</td>
<td>$11,473</td>
<td>$12,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$590,556</td>
<td>$602,367</td>
<td>$614,315</td>
<td>$626,703</td>
<td>$638,237</td>
<td>$661,869</td>
<td>$684,226</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($44,292)</td>
<td>($45,178)</td>
<td>($46,081)</td>
<td>($47,003)</td>
<td>($48,943)</td>
<td>($52,933)</td>
<td>($56,442)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$546,264</td>
<td>$547,189</td>
<td>$548,333</td>
<td>$549,700</td>
<td>$551,294</td>
<td>$553,836</td>
<td>$570,784</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$19,700</td>
<td>$20,291</td>
<td>$20,900</td>
<td>$21,527</td>
<td>$22,173</td>
<td>$23,040</td>
<td>$24,998</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$26,450</td>
<td>$26,979</td>
<td>$27,519</td>
<td>$28,066</td>
<td>$28,609</td>
<td>$31,340</td>
<td>$34,000</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$69,600</td>
<td>$71,688</td>
<td>$73,839</td>
<td>$76,054</td>
<td>$78,335</td>
<td>$80,752</td>
<td>$83,276</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,200</td>
<td>$53,766</td>
<td>$55,379</td>
<td>$57,040</td>
<td>$58,752</td>
<td>$60,540</td>
<td>$62,400</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$8,400</td>
<td>$8,552</td>
<td>$8,712</td>
<td>$8,879</td>
<td>$9,054</td>
<td>$9,240</td>
<td>$9,440</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$45,580</td>
<td>$46,927</td>
<td>$48,335</td>
<td>$49,785</td>
<td>$51,278</td>
<td>$52,899</td>
<td>$54,614</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$47,000</td>
<td>$48,410</td>
<td>$49,862</td>
<td>$51,358</td>
<td>$52,999</td>
<td>$54,724</td>
<td>$56,592</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$23,200</td>
<td>$24,000</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$7,800</td>
<td>$8,034</td>
<td>$8,275</td>
<td>$8,523</td>
<td>$8,779</td>
<td>$9,054</td>
<td>$9,340</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$317,260</td>
<td>$326,513</td>
<td>$336,039</td>
<td>$345,845</td>
<td>$355,940</td>
<td>$367,101</td>
<td>$380,036</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$229,004</td>
<td>$239,637</td>
<td>$248,254</td>
<td>$252,500</td>
<td>$257,905</td>
<td>$264,026</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</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>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
<td>$199,134</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$29,870</td>
<td>$31,452</td>
<td>$33,160</td>
<td>$34,721</td>
<td>$36,220</td>
<td>$43,651</td>
<td>$46,874</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$29,870</td>
<td>$61,413</td>
<td>$94,573</td>
<td>$128,294</td>
<td>$165,515</td>
<td>$362,694</td>
<td>$586,506</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.16</td>
<td>1.17</td>
<td>1.17</td>
<td>1.18</td>
<td>1.21</td>
<td>1.24</td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for projects under $11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction 或 Permanent Lender**

Lisa E. Albee
Printed Name: Lisa E. Albee
Date: 2-7-18
Phone: 918-317-3120
Email: lalee@mfhr.com

**Signature, Authorized Representative, Syndicator**

Matthew J. Best
Printed Name: Matthew J. Best
Date: 2-28-2018
Phone: 918-512-8230
Email: mbest@mfhr.com

If a revised form is submitted, date of submission:
February 27, 2018

Mr. Michael Sugrue
StoneLeaf Companies
1920 S. 3rd St.
Mabank, Texas, 75147

Mr. Sugrue,

I have received and reviewed the 15 year pro forma for SilverLeaf at Marshall, LLC located in Marshall, Texas. The attached pro forma, which has been prepared and executed by an authorized representative of BOKF, NA 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 1.15 debt 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 upon the preliminary information provided by the borrower to this point, and are subject to BOKF, NA due diligence review.

Additionally, BOKF, NA has performed a preliminary review of the credit worthiness of SilverLeaf at Marshall, LLC and SilverLeaf at Marshall GP, LLC, StoneLeaf Development Partners, Michael and Victoria Sugrue and Ben Dempsey. At this time, BOKF, NA has no reservation with any of the Principals of the borrower.

Best Regards,

[Signature]
Lisa E. Albers

Attachment: 15-year Proforma
February 27, 2018

Mr. Michael Sugrue  
StoneLeaf Companies  
1920 S. 3rd St.  
Mabank, Texas, 75147

Mr. Sugrue,

On behalf of BOKF, N.A. dba Bank of Texas, N.A. (the Bank) it is our pleasure to offer the following financing terms for the new construction of the 80-unit multi-family development in Marshall, Texas named SilverLeaf at Marshall. The terms presented below are indicative of a loan structure we would like to pursue and are based on the information provided by you and our underwriting assumptions.

**Borrower:** SilverLeaf at Marshall, LLC

**Loan Amount:**

- **Construction Loan:** $6,300,000 converting non-revolving advancing line of credit. This is based on the following factors occurring prior to funding: a project budget of $10,850,750 and receipt of an allocation of 9% LIHTC from TDHCA.
- **Permanent Loan:** $2,859,145

**Maturity:**

- **Construction Loan:** Twenty-four (24) months from closing. Monthly interest payments will be due during construction.
- **Permanent Loan:** Seventeen (17) years from closing.

**Collateral:** First mortgage on the project which consists of 80-units; the assignment of all leases and rents, contracts, plans and specifications of the project.

**Interest Rate:** The rate will be broken into two (2) tranches:

- **Trench 1:** $2,859,145 will be fixed at BOK’s cost of funds plus 200 basis points. This currently equates to 5.70%. The rate will be fixed at the time the construction loan closes and will continue through the term of the permanent loan. This tranche will be funded first and will be fully funded 12 months from the date the construction loan closes. It will be interest only for 2 years and at conversion it will begin amortizing on a 30-year amortization. Standard Tier I prepayment penalty of the greater of 1% or yield maintenance will apply.
Tranche 2: $3,440,855 will float at LIBOR plus 300 basis points. This tranche will be interest only and will be completely paid off when the loan converts to the permanent loan.

Origination Fee:
- **Construction Loan**: A non-refundable fee of 1% of the Construction loan will be payable at closing.
- **Permanent Loan**: A non-refundable fee of 2% of the term loan will be payable at conversion.

Payment Terms:
- **Construction Loan**: Monthly interest payments will be due during construction.
- **Permanent Loan**: Fixed monthly payments of principal and interest based on a 30-year amortization.

Prepayment Penalty:
- **Tranche 1**: The greater of yield maintenance or one percent (1%) of the prepaid amount.
- **Tranche 2**: None

Guaranty:
- **Construction Loan**: SilverLeaf at Marshall, GP, LLC, StoneLeaf Development Partners, Michael and Victoria Sugrue and Ben Dempsey will provide an unlimited guaranty of the loan amount during construction.
- **Permanent Loan**: None, except for standard fraud carve outs.

Sources of Funds:
Proceeds from the sale of an allocation of 9% LIHTC from the Syndicator of which a minimum of fifteen percent (15%) must be payable at closing. The identity of the equity investor and pay-in schedule must be disclosed and acceptable to the Bank.

Use of Loan Proceeds:
The Loan proceeds will be used exclusively to construct the 80 units at the project in Marshall, Texas.

Disbursement Of Loan Funds:
Disbursement of Loan proceeds will occur no more than monthly, following the Bank's receipt and acceptance of written advance requests. Requests should be based on the final approved project budget and the progress of the construction of the Project, and subject to a third party inspecting review. Advance requests shall be accompanied by support documentation, lien waivers, and date down endorsements.

Appraisal:
Funding is contingent on the Bank's receipt of an acceptable self-contained appraisal report stating the Market Value of the Project, prepared by a Bank-approved MAI. The loan amount is subject to a maximum 75% loan-to-value.
Environmental Report(s): Prior to closing, Borrower will provide the Bank with a Phase I environmental audit, prepared by a licensed environmental engineer, approved by the Bank, reflecting the Project's real property to be free and clear of any environmental hazard on, under, or around the subject.

Mortgage Title Insurance: Prior to closing, the Bank requires receipt of a commitment for mortgage title insurance in an amount equal to the maximum loan amount, issued by a Bank-approved title insurance company, listing no liens other than those which are to be paid off prior to or at closing. There are to be no exceptions other than routine utility easements and restrictions, and the current year's taxes not yet due. The Bank shall be named as the insured mortgagee.

Survey: Prior to closing, the Bank requires receipt of a minimum ALTA survey of the Project, in form and content acceptable to the Bank, showing all easements, encroachments or any other item which may affect the Bank's lien position. The survey must be satisfactory to delete the survey exception in the mortgage title insurance commitment.

Foundation confirmation letters must be received prior to the commencement of any vertical improvements.

All surveys are to be performed by a Texas registered land surveyor acceptable to the Bank. All surveys must be certified as true and correct to the Bank, title insurance company and the Borrower.

Flood Insurance: If any improvements (existing and/or proposed) on the Project are or will be located in an area identified by the U. S. Department of Housing and Urban Development (H.U.D.) as an area having "special flood hazards", flood insurance must be purchased and maintained in the amount of the Loan.

Insurance: At or before closing, the Borrower will provide evidence of Property, Casualty and General Liability insurance coverage and in some cases may require other property specific coverage. Construction loan must, also, be covered by Builder's Risk coverage including Worker's Compensation. Insurance policies must be provided by companies meeting a criterion of being, at minimum, A.M. Best rated A, size category VII or being Lloyd's of London or be covered under a FAIR plan, if it is the only coverage available at a reasonable cost. The named insured is to be the Borrower and in all cases the Bank (Mortgagee) shall be named as an additional insured and Loss Payee.

Governmental Approvals: Borrower shall provide the Bank with evidence of all necessary governmental approvals for the Project, including but not limited to, zoning and building permits.

Utilities: Borrower shall provide evidence to the Bank of the availability, at the Project, of all utilities service necessary for the construction and operation of the Project including, but not limited to water, electric, natural gas, telephone and sanitary sewer.
Plans & Specifications: Prior to Closing, the Bank requires copies of all Borrower’s final building plans and specifications with architect’s certification. The Borrower agrees that no changes will be made in the plans and specifications without the prior written consent of the Bank.

General Contractor: The general contractor to be used to construct the Project shall be subject to the approval of the Bank, prior to Loan closing.

Construction Contract: A certified copy of the final fixed price bonded construction contract will be provided to the Bank prior to closing. The Bond must be from an insurer rated A-/VIII by A.M. Best Company or AA or higher by Standard and Poor.

Assignment of Project Documents: As additional collateral the Borrower will assign to the Project Funding Sources, which will include the Bank, the Borrower’s interest in the architect’s drawings, other plans and specifications and the construction contract.

Inspecting Architect: The Bank will engage an independent project architect approved by the Bank, to perform a pre-construction review and cost analysis in addition to monthly construction progress and draw request reviews during the construction of the Project. All costs for services rendered by the inspecting architect are to be paid for by the Borrower.

Other Encumbrances: No other encumbrances will be placed on the collateral without the prior written approval of the Bank.

Assignment: This commitment can not be assigned without the prior written consent of the Bank.

Guarantor Financial Statements: Guarantors will provide the Bank with annual financial statements, including balance sheet including contingent liabilities, income and expense statement, tax returns and any additional supporting information reasonably requested by the Bank.

Pending Litigation: Borrower shall certify to the Bank that no litigation or proceedings are pending or threatened which might adversely affect the Borrower’s or the Guarantor’s ability to perform under the terms of this agreement or the loan documents.

Ownership Change: Ownership of the Borrower shall not change during the term of the Loan without the prior written consent of the bank.
Representation of Fact: This commitment is subject to the accuracy of all information and representations submitted with or in support of the application for the Loan.

Opinion of Counsel: Prior to or at closing, the Bank requires a legal opinion of Borrower's counsel which will provide a legal opinion confirming that all matters pertaining to the Project and Loan are valid, enforceable and in accordance with the intended terms and do not violate any laws.

Preparation of Loan Documents: The Bank's legal counsel will prepare the loan documents at the expense of the Borrower.

Take-Out Assurances: Prior to closing of the Construction Loan, written assurances, which obligate a funding source to pay-down the Construction Loan, must be in place. The assurances will obligate the funding source to restrict proceeds in the amount of the required pay-down and set forth a date no later than the maturity date of the Construction Loan in which the proceeds will be funded to the Bank.

Developer Fee: A portion of the Developer Fee may be paid at closing. The remaining will be funded once the equity installment is paid.

Debt Service Coverage: Beginning with the first calendar year following the year in which the Construction Loan is converted to the Permanent Loan, the Borrower will maintain a minimum 1.15 to 1.00 annual debt service coverage ratio (DSCR) on the Collateral during each calendar year.

Related Deposit Accounts: The related deposit accounts for this project will be maintained at the Bank, this will include:
- Construction Account
- Operating Account
- Lease Up Reserve
- Replacement Reserve
- Operating Reserve
- Tax and Insurance Escrow

Expenses: Borrower will pay all expenses associated with the Loan. The expenses shall include but not be limited to; attorney's fees, lender's title insurance policy, appraisal, environmental report, survey and mortgage tax (where allowed by law), and engineer or inspector fees. Any costs incurred for this financing will be the responsibility of the Borrower to pay. Please be advised that it is the Borrower's sole responsibility to pay these costs irrespective of whether the loan closes or not.
Other Requirements: The subject requirements are intended to set out the primary terms and conditions of the Loan, but are not all-inclusive. This commitment is subject to review by the Bank’s legal counsel, and the Bank reserves the right to reasonable require other mutually agreeable conditions and documents necessary to establish, perfect, and maintain the contemplated Loan, including but not limited to loan agreement, note, mortgage, assignment of leases and security agreement.

According to the Bank Secrecy Act, the Bank is required to obtain, verify and record certain identifying information as part of our due diligence process. To comply with this we must ask for specific identifying information including Name, Address and other information that will allow us to verify your identity. Additionally, we may request other identifying documents in order to meet the verification requirements.

The terms and conditions of this letter will expire December 28, 2018. Thank you for the opportunity to consider financing this project. Please let me know if I can answer any additional questions.

Best Regards,

[Signature]

Lisa E. Albers
February 27, 2018

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711

Re: Application #18152 SilverLeaf at Marshall

Dear Ms. Holloway:

SilverLeaf at Marshall, LP as the Owner-Applicant hereby acknowledges the $126,628 of the Developer Fee owed to StoneLeaf Development Partners for the SilverLeaf at Marshall development shall be deferred.

The terms of the deferred developer fee shall be: a 5-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance due at the end of the term.

Yours truly,

SilverLeaf at Marshall, LP

By: SilverLeaf at Marshall GP, LLC
Its: Managing Member

By: [Signature]
J. Michael Sugrue
February 26, 2018

Via e-mail

Mr. J. Michael Sugrue  
StoneLeaf Companies  
1920 South 3rd Street  
Mabank, TX 75147

Re: Silverleaf at Marshall, LP (the "Partnership")  
SilverLeaf at Marshall, Marshall, Harrison County, Texas (the "Property")

Dear Mike:

Thank you for the opportunity to present this letter of interest to make an equity investment in your tax credit Partnership. This letter outlines initial terms that will be the basis of an operating agreement (the "Operating Agreement"), that would be entered into among the Managing Members listed below (the "Managing Member") and PNC Bank, National Association as the investment limited partner ("PNC").

Based on the information you provided to us, we have prepared this letter of interest under the following terms and assumptions:

1. PARTNERS

   Managing Members

   SilverLeaf at Marshall GP, LLC

<table>
<thead>
<tr>
<th>GP STATUS</th>
<th>TAX STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Partner</td>
<td>For Profit</td>
</tr>
</tbody>
</table>

   INVESTMENT LIMITED PARTNERS

   Affiliate of PNC Bank, National Association

<table>
<thead>
<tr>
<th>LP/STATUS</th>
<th>TAX STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Limited Partner</td>
<td>For Profit</td>
</tr>
</tbody>
</table>

   Other Participants

   Developer  
   StoneLeaf Development Partners, L.L.C
   Property Manager  
   Alpha-Barnes
   Guarantors  
Property

The Property will be the new construction of 80 units for families located in Marshall, Harrison County, Texas. The property will have 8 market rate units and 72 tax credit units.

2. TAX CREDITS

<table>
<thead>
<tr>
<th>Projected Annual Tax Credit Reservation</th>
<th>NEW CONST/REHAB CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$925,384</td>
<td>$925,384</td>
</tr>
<tr>
<td>Projected Annual Tax Credit Generated</td>
<td>$1,038,953</td>
</tr>
<tr>
<td>Assumed Tax Credit Rate</td>
<td>9.00%</td>
</tr>
<tr>
<td>130% Basis Increase</td>
<td>$2,969,685</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$11,543,923</td>
</tr>
</tbody>
</table>

3. PROJECT TIMING

**KEY PROJECT BENCHMARKS**
- Investment Limited Partner Admission
- Construction Start
- Construction Completion
- Leasing Start
- Leasing Completion
- Achievement of Stabilized Operations
- Receipt of State Designation (form 8609(s))

**ESTIMATED DATE**
- January 2019
- January 2019
- January 2020
- June 2019
- April 2020
- July 2020
- January 2021

<table>
<thead>
<tr>
<th>YEAR</th>
<th>NEW CONST TAX CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$179,936</td>
</tr>
<tr>
<td>2020</td>
<td>$893,253</td>
</tr>
<tr>
<td>2021-2028</td>
<td>$925,384 annually</td>
</tr>
<tr>
<td>2029</td>
<td>$745,448</td>
</tr>
<tr>
<td>2030</td>
<td>$32,131</td>
</tr>
</tbody>
</table>

4. INVESTMENT LIMITED PARTNERSHIP CAPITAL CONTRIBUTION

If PNC’s acquisition review committee (the “ARC Committee”) approves the equity investment in the Partnership, execution of the Partnership Agreement and the admission of PNC and the Special Limited Partner will occur no sooner than ten (10) business days following the approval. Each installment will be due within ten (10) business days of PNC’s receipt and approval of documentation evidencing the satisfaction of the installment(s) and previous installment(s) conditions as follows:

<table>
<thead>
<tr>
<th>Capital Contribution</th>
<th>Tax Credit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low-Income Housing Tax Credit</td>
<td>$7,864,977</td>
</tr>
</tbody>
</table>
FIRST INSTALLMENT  $393,249 or 5.00% of $7,864,977

A. Fully executed Partnership Agreement.
B. Valid carryover allocation, 10% test certification, and tax credit reservation.
C. Acceptable owner's title insurance commitment and proforma of policy and endorsements.
D. Fully executed construction loan documents.
E. Fully executed bridge loan documents.
F. Valid written permanent loan commitment(s).
G. The closing draw, including all supporting documentation.
H. Closing and full funding of all secondary loans less required retainerage.
I. Unqualified tax opinion from PNC's legal counsel and satisfactory local counsel opinion.
J. Construction Commencement.
K. Letter issued under Section 42(m)(2) of the IRS Code containing a determination that the project meets the requirements of the Qualified Allocation Plan.

SECOND INSTALLMENT  $393,249 or 5.00% of $7,864,977

A. Lien-free construction completion of the improvements in a workman like manner.
B. Receipt of the architect's certificate of substantial completion (AIA Form G704).
C. Updated title policy and/or date/down thereto, including a zoning endorsement and deletion of all survey exceptions.
D. ALTA/ACSM as-built survey.
E. Receipt of certificates of occupancy for each building.
F. Final inspection by PNC's construction consultant confirming completion.
G. Evidence of filing of Form(s) 8609.
H. Evidence of Radon test results satisfactory to PNC.
I. Receipt of the final cost certification from the project accountant.
J. Evidence that at least 150% of the estimated cost to complete all outstanding punch list items has been held back from this installment.
K. Verification that the Partnership and project are properly covered by insurance.

THIRD INSTALLMENT  $6,449,281 or 82.00% of $7,864,977

A. Payment of the $6,449,281 PNC Bank Bridge Loan
B. Verification that the Partnership and project are properly covered by insurance.
C. Verification that the conditions of the previous installment(s) have been met.
D. No sooner than April 5, 2020.

FOURTH INSTALLMENT  $393,249 or 5.00% of $7,864,977

A. Satisfaction of the conditions for achievement of Stabilized Occupancy (hereinafter defined).
B. Mortgage Loan Commencement (hereinafter defined).
C. Satisfactory completion of all punch list items.
D. 100% initial occupancy by tax credit qualified residents.
E. Updated title policy and/or date/down thereto.
F. Verification that the Partnership and project are properly covered by insurance.
G. Verification that the conditions of the previous installment(s) have been met.
FIFTH INSTALLMENT  $235,949 or 3.00% of $7,864,977

A. Final Determination by the Special Limited Partner that all Development Completion Obligations as defined in Section 9 (General Partner(s) Obligations), if any, have been satisfied.
B. Receipt of Form K-1 for the first Fiscal Year of tax credit occupancy.
C. Receipt of Form(s) 8609 and recorded LURA.
D. Updated title policy and/or date/down thereto.
E. Verification that the Partnership and project are properly covered by insurance.

5. DUE DILIGENCE AND TERMINATION

During the due diligence period, PNC will conduct a due diligence review and negotiate with the General Partner(s), in good faith, the terms and provisions of mutually acceptable legal documentation. The due diligence review will include, without limitation, the verification of factual representations made by the General Partner(s), a review of the property and Partnership documents, a site visit and an evaluation of the following: the experience and expertise of the General Partner(s), General Contractor, architect and Property Manager; the financial condition of the Guarantor(s); property area market; an appraisal of the property; the construction schedule; the total development budget; the residual potential of the property; property title, title insurance and available endorsements; capital account analysis; Phase I environmental assessment and all subsequent reports; and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance, and environmental reviews.

The price and terms included in this letter of intent are premised upon the information provided by the General Partner(s) and the admission of PNC to the Partnership as a limited partner by October 31, 2018, and are subject to the completion of the due diligence review and approval of the transaction by PNC’s acquisition review committee. ("ARC") If, at any time, any event occurs and becomes known to the General Partner(s) which causes the assumptions and statements contained herein to be untrue or misleading, the General Partner(s) agrees to immediately notify PNC of the event(s) and will provide information which will correct the assumptions and/or statements.

The General Partner(s) and PNC acknowledge that, except as specifically set forth in this Section 5 - Due Diligence and Termination, no legally enforceable relationship shall exist between General Partner(s) and PNC unless and until the ARC Committee shall have approved the proposed transaction and the parties shall have executed the Partnership Agreement and any other required transaction and financing documents. PNC reserves the right, at its option, to decline the proposed transaction or to propose new terms upon which a transaction could be approved at any time during the due diligence period, including without limitation, if the facts as they develop differ materially from the assumptions set forth herein or in the event of a change or proposed change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction.

Sincerely,

PNC Bank, National Association

Matthew J. Beston

February 26, 2018
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS, SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE 2018 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY STONELEAF COMPANIES, FOR THE PROJECT KNOWN AS “STONE LEAF AT MARSHALL” LOCATED ON US HWY 80 EAST IN CITY OF MARSHALL’S EXTRATERRITORIAL JURISDICTION.

WHEREAS, a primary objective of this governing body is to develop a viable community, including decent, safe, affordable housing and a suitable living environment, and to expand economic opportunities principally for senior persons of low and moderate income; and

WHEREAS, a primary objective of this governing body is to increase the availability, financial accessibility, and support for safe, decent, and affordable senior housing to enhance the quality of life for economically disadvantaged citizens; and

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit program which is one of the primary means of directing private capital toward the development and preservation of affordable rental housing for low-income households; and

WHEREAS, StoneLeaf Companies has proposed a development for affordable senior rental housing named StoneLeaf at Marshall, located in the extraterritorial jurisdiction of the City of Marshall, Harrison County; and

WHEREAS, StoneLeaf Companies agrees to allow the City of Marshall review all construction plans and perform necessary inspections of construction work related with this development; and

WHEREAS, StoneLeaf Companies has agreed that within one year of occupancy of the proposed development, StoneLeaf Companies will request to be annexed into the City; and

WHEREAS, StoneLeaf Companies has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Competitive 9% Housing Tax Credits for StoneLeaf at Marshall, and

WHEREAS, 10 TAC 11.9(d)(3)(B) of the TDHCA rules governing the Competitive Housing Tax Credit Program provide for an applicant to be awarded one (1) point for a resolution from a unit of general local government confirming is commitment of support;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS AS FOLLOWS:

I.

That the City of Marshall, acting through its governing body, hereby confirms that it supports the proposed StoneLeaf at Marshall and that this formal action has been taken to put on record the opinion expressed by the City of Marshall on February 22, 2018.
II.

That the City of Marshall hereby commits to an in-kind contribution to the housing a minimum of but not exceeding a $250.00 value in the form of an in-kind contribution such as a grant or contribution of other value for the benefit of the housing.

III.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

IV.

This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Commission and upon approval thereof by the Chairman and the City of Marshall, Texas.

PASSED AND ADOPTED by the City Council of the City of Marshall, Texas this 22 day of Feb 2018.

APPROVED

ATTEST:

[Signature]
Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - Yes If attempting to score as a Nonprofit, Application is applying under the Nonprofit Set-Aside
   - No If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 100.000%
     - Cash flow from operations: 10.000%
     - Developer Fee: 25.000%
     - Total: 135.00%
   - 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, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/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 visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1300380633100
File/Vendor Number: 468178
Approval Date: 17-MAR-2017
Scheduled Expiration Date: 17-MAR-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

STONELEAF HOMES OF DISTINCTION, 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 17-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16
StoneLeaf Homes of Distinction, LLC
903-887-4344

Victoria@stoneleafcompanies.com
1920 S. 3rd Street
Mabank, TX 75147
Stoneleafhomes.com

RESUME

StoneLeaf Homes of Distinction, LLC is a Custom Home building and remodeling company that also has had experience in larger developments, including multifamily and senior housing apartment complexes over the last 13 years.

The Principals of StoneLeaf Homes of Distinction, LLC have a unique partnership with many years of experience building custom homes, as well as multifamily and senior communities. Attention to details and interior design flare makes for a winning combination in our building business. Creativity shows in the many unique features found in each StoneLeaf project.

StoneLeaf Homes of Distinction, LLC is responsible for the day to day business of the multifamily business including negotiating contracts, purchasing, sales, and supervision of all building aspects and keeping in compliance with the state agency and all codes, including property management. Stoneleaf Homes of Distinction works with clients and their architects or plan designer in the design and selection of spaces, elevations, and features of their new home or properties. We bring the uniqueness of an interior design background to the building process.

StoneLeaf Homes of Distinction, LLC is a Historically Underutilized Business (HUB) registered by the State of Texas, registered as a WBE (Women Business Enterprises), as well as a Member of the National Association of Home Builders (NAHB), Texas Affiliation of Affordable Housing Providers (TAAHP), Texas Association of Builders and Dallas Builders Association.
February 14, 2018

TDHCA
221 East 11th St.
Austin, TX 78711-3941

Re: HUB Experience Certification-Multifamily Application #18152 SilverLeaf at Marshall, LP

To Whom it May Concern:

StoneLeaf Homes of Distinction has been involved in building custom homes including soliciting bids, clearing property, construction, interior finish selection, and working with clients and professionals such as Architects and Engineers for over 13 years. StoneLeaf Homes of Distinction has also been involved since 2008 in the Development of SilverLeaf at Chandler II, SilverLeaf at Gun Barrel City, SilverLeaf at Panhandle Seniors and SilverLeaf at Mason, all senior communities awarded HTC and HOME Funds from TDHCA. We also recently developed StoneLeaf at Eustace and StoneLeaf at Fairfield, two general multifamily properties. The HUB was involved in all aspects of these properties including the financing, development, pre-construction plans, construction, general contractor awards, sub-contractor awards, compliance and also property management. The HUB works closely with the property manager and also assesses all monthly budgets and bank statements related to these properties.

I, Victoria Sugrue, on behalf of Registered HUB, StoneLeaf Homes of Distinction, LLC do certify that the HUB will materially participate in the development and operations of SilverLeaf at Marshall throughout the compliance period. Please see the attached HUB Participation Plan for a detailed description of the HUBs involvement for the purposed development.

Victoria Sugrue
Owner

1920 S. 3rd Street Mabank, TX 75147
Phone (903)887.4344 Fax (903)713.4366 Email: victoria@stoneleafcompanies.com
SilverLeaf at Marshall, LP  
Marshall, TX 75670  
TDHCA#18152

HUB Participation Plan

StoneLeaf Homes of Distinction, LLC will act as the Historically Underutilized Business by materially participating in the development, financing, and day-to-day operation of SilverLeaf at Marshall throughout the Texas Department of Housing and Community Affairs Compliance Period. Below is a list describing the functions StoneLeaf Homes of Distinction, LLC will be responsible for and perform as the Managing Member of the General Partner:

I. Application
   a. The development site review and location
   b. The LIHTC application input and review
   c. Development and Operating Pro formas, providing input and review
   d. Response and content participation of ongoing application items
   e. Input on debt and equity structure, but not selection

II. Construction
   a. Participation in finance documents
   b. Participate with Management Agent on preparation and lease up comments
   c. Interaction with TDHCA on closing and due diligence, and with equity partner and lender on terms
   d. Review and feedback on plans and specs
   e. Periodic on-site inspections during construction
   f. Comment on closing documents and process

III. Operations
   a. Review of monthly operating and leasing data, comments when appropriate.
   b. Asset and Management Review participation
   c. Participation and review in TDHCA compliance, equity partner compliance and inspections
   d. Input and review of annual budget and audit
   e. Partner meeting agenda review and participation
   f. Periodic site visits and input

IV. Partnership Responsibilities
   a. Assist in identifying and responding to structural, community and operational issues
   b. Troubleshooting and strategy resolution participation when necessary
   c. General asset oversight participation
Tab 37

Applicant & Developer Ownership Charts
Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:
SilverLeaf at Marshall

Applicant
SilverLeaf at Marshall, LP

Managing Member
0.01%
SilverLeaf at Marshall GP, LLC

Investor Member
99.99%
--TBD

Managing Member-100% Owner
StoneLeaf Homes of Distinction, LLC (HUB)

- Victoria Sugrue 51%
- J. Michael Sugrue 44%
- Ben Dempsey 5%

Project Developer & Guarantor-
To Receive 80% of Developer Fee
StoneLeaf Development Partners, LLC

- Victoria Sugrue 51%
- J. Michael Sugrue 28%
- Ben Dempsey 20%

StoneLeaf Homes of Distinction, LLC HUB
To Receive 20% of Developer Fee

Experience Certificate
J. Michael Sugrue
SilverLeaf at Marshall
Developer Structure

StoneLeaf Development Partners, LLC
a Texas limited liability company
Formed 8/12/2013
80%

- Victoria Sugrue 51%
- J. Michael Sugrue 29%
- Ben Dempsey 20%

StoneLeaf Homes of Distinction, LLC
a Texas limited liability company
Formed 8/3/2006
20%

- Victoria Sugrue 51%
- J. Michael Sugrue 44%
- Ben Dempsey 5%
List of Organizations and Principals
<table>
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<tr>
<th>Org. 1</th>
<th>Organization Legal Name: <strong>SilverLeaf at Marshall GP, LLC</strong></th>
<th>Role/Title</th>
<th>GP/Managing Member</th>
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</thead>
<tbody>
<tr>
<td>Address: 1920 S. 3rd Street</td>
<td>City: Mabank</td>
<td>State: TX</td>
<td>Zip: 75147</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: <strong>SilverLeaf at Marshall</strong></td>
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<td>Organization legally formed? No</td>
<td>Date formed: TBD</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: 9038874344</td>
<td>Email: <a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. <strong>StoneLeaf Homes of Distinction, LLC</strong></td>
<td>TDHCA Experience: Yes</td>
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<td>2.</td>
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<th>Org. 2</th>
<th>Organization Legal Name: <strong>StoneLeaf Homes of Distinction, LLC</strong></th>
<th>Role/Title</th>
<th>Managing Member</th>
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<tr>
<td>Address: 1920 S. 3rd Street</td>
<td>City: Mabank</td>
<td>State: TX</td>
<td>Zip: 75147</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 8/3/2006</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 9038874344</td>
<td>Email: <a href="mailto:victoria@stoneleafcompanies.com">victoria@stoneleafcompanies.com</a></td>
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<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. <strong>J. Michael Sugrue</strong></td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2. <strong>Victoria Sugrue</strong></td>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>3. <strong>Ben Dempsey</strong></td>
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<th>Org. 3</th>
<th>Organization Legal Name: <strong>StoneLeaf Development Partners, LLC</strong></th>
<th>Role/Title</th>
<th>Project Developer</th>
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<td>State: TX</td>
<td>Zip: 75147</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Email: <a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
<td></td>
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<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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<tr>
<td>1. <strong>J. Michael Sugrue</strong></td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2. <strong>Victoria Sugrue</strong></td>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>3. <strong>Ben Dempsey</strong></td>
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<tr>
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<td>Role/Title</td>
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</table>

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Date formed: Legal Org is or will be:

Previous TDHCA Experience? Phone: Email:

Organization is identified on Org. Chart: Ability to exercise Control over the Development?

List of Sub-Entities or Principals:

1. TDHCA Experience: 2. TDHCA Experience: 3. TDHCA Experience:

4. TDHCA Experience: 5. TDHCA Experience: 6. TDHCA Experience:

Organization Legal Name: Role/Title Address: City: State: Zip:

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Date formed: Legal Org is or will be:

Previous TDHCA Experience? Phone: Email:

Organization is identified on Org. Chart: Ability to exercise Control over the Development?

List of Sub-Entities or Principals:

1. TDHCA Experience: 2. TDHCA Experience: 3. TDHCA Experience:

4. TDHCA Experience: 5. TDHCA Experience: 6. TDHCA Experience:

Organization Legal Name: Role/Title Address: City: State: Zip:

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Date formed: Legal Org is or will be:

Previous TDHCA Experience? Phone: Email:

Organization is identified on Org. Chart: Ability to exercise Control over the Development?

List of Sub-Entities or Principals:

1. TDHCA Experience: 2. TDHCA Experience: 3. TDHCA Experience:

4. TDHCA Experience: 5. TDHCA Experience: 6. TDHCA Experience:
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<th>Tab 39</th>
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**Previous Participation Form**
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
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:**

| Ben Dempsey / Member |

**Email Address:**

| Ben@stoneleafcompanies.com |

**City & State of Home Addr:**

| Mabank, Texas |

**Applicant Legal Name:**

| SilverLeaf at Marshall, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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**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:** J. Michael Sugrue

**Email Address:** mike@stoneleafcompanies.com

**City & State of Home Addr:** Mabank, Texas

**Applicant Legal Name:** SilverLeaf at Marshall, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: Victoria Sugrue

Email Address: victoria@stoneleafcompanies.com

City & State of Home Addr: Mabank, Texas

Applicant Legal Name: SilverLeaf at Marshall, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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**Person/Role:**  
SilverLeaf at Marshall, LP / Development Owner  

**Email Address:**  
ben@stoneleafcompanies.com  

**City & State of Home Addr:**  
Mabank, Texas  

**Applicant Legal Name:**  
SilverLeaf at Marshall, LP  

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role:  SilverLeaf at Marshall GP, LLC / Managing Member, General Partner

Email Address:  Ben@stoneleafcompanies.com

City & State of Home Addr:  Mabank, Texas

Applicant Legal Name:  SilverLeaf at Marshall, LP

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**Person/Role:** StoneLeaf Homes of Distinction, LLC / Managing Member

**Email Address:** victoria@stoneleafcompanies.com

**City & State of Home Addr:** Mabank, Texas

**Applicant Legal Name:** SilverLeaf at Marshall, LP

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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

Person/Role: StoneLeaf Development Partners, LLC / Developer

Email Address: Ben@stoneleafcompanies.com

City & State of Home Addr: Mabank, Texas

Applicant Legal Name: SilverLeaf at Marshall, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
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<th>Control End (mm/yy)</th>
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<tr>
<td>11138</td>
<td>SilverLeaf at Gun Barrel City</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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Tab 40

Nonprofit Participation

N/A
Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

 Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

 Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

 By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

 By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

 Nonprofit Information (ALL Applications)

 Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

 Organization Name: ____________________________

 Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? Yes ☐ No ☐

 If no to the question above, what is its current legal status? ____________________________

 If "Other" please specify: ____________________________

 Date of legal formation of Nonprofit Organization: ____________

 1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? Yes ☐ No ☐

 If "Yes", will this nonprofit organization Control the Applicant? Yes ☐ No ☐

 What is the ownership percentage of this nonprofit organization? ____________

 2) Describe the nonprofit’s participation: ____________________________

 3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period: ____________________________

 4) Will the nonprofit receive part of the development fees paid in connection with the development? Yes ☐ No ☐

 If "Yes," explain: ____________________________
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Tab 41

Nonprofit Supporting Documentation

N/A
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)

N/A
Tab 42

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>
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<th>Tax ID Number (TIN)</th>
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<tbody>
<tr>
<td>Mike Sugrue, StoneLeaf Development Partners, LLC</td>
<td>(903) 887-4344</td>
<td>46-3578837</td>
</tr>
<tr>
<td><a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
<td>$931,750.00</td>
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<tr>
<td>Email</td>
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<td>Certified Texas HUB?</td>
<td>No</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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### Housing General Contractor:

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<tr>
<td>Mike Sugrue, StoneLeaf Construction, LLC</td>
<td>(903) 887-4344</td>
<td>46-3585255</td>
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<tr>
<td><a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
<td>$395,700.00</td>
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</tr>
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<tr>
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### Infrastructure General Contractor:

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<td>Mike Sugrue, StoneLeaf Construction, LLC</td>
<td>(903) 887-4344</td>
<td>46-3585255</td>
</tr>
<tr>
<td>mike@stoneleafconstruction, LLC</td>
<td>Included above</td>
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</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
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<tr>
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<tr>
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### Cost Estimator:

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<td><a href="mailto:mike@stoneleafconstruction.com">mike@stoneleafconstruction.com</a></td>
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### Architect:

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<tr>
<td>Brian Rumsey, Cross Architects, PLLC</td>
<td>(972) 398-6644</td>
<td>03-0519517</td>
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<tr>
<td><a href="mailto:brumsey@crossarchitects.com">brumsey@crossarchitects.com</a></td>
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<td>Civil Engineer:</td>
<td>Everette Griffith</td>
<td>(936) 634-5528</td>
</tr>
<tr>
<td>Market Analyst:</td>
<td>Apartment Market Data, LLC</td>
<td>(210) 530-0040</td>
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<tr>
<td>Appraiser:</td>
<td>TBD</td>
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<tr>
<td>Attorney:</td>
<td>Mike Pruitt</td>
<td>(512) 858-2828</td>
</tr>
<tr>
<td>Accountant:</td>
<td>Novogradac</td>
<td>(512) 340-0420</td>
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<td>Property Manager:</td>
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<tr>
<td><strong>Alpha Barnes</strong></td>
<td><strong>Mike Clark</strong></td>
<td><strong>(972) 643-3200</strong></td>
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<tr>
<td>Contact Name</td>
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<tr>
<td><a href="mailto:mclark@alpha-barnes.com">mclark@alpha-barnes.com</a></td>
<td></td>
<td>$21,850.00</td>
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<td>Originator of Underwriter:</td>
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<td><strong>PNC Bank, National Association</strong></td>
<td><strong>Matt Beston</strong></td>
<td><strong>(617) 905-0830</strong></td>
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<tr>
<td><a href="mailto:matthew.beston@pnc.com">matthew.beston@pnc.com</a></td>
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<td><strong>Alpha Barnes</strong></td>
<td><strong>Mike Clark</strong></td>
<td><strong>(972) 643-3200</strong></td>
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<tr>
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<td></td>
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<td><a href="mailto:mclark@alpha-barnes.com">mclark@alpha-barnes.com</a></td>
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<tr>
<td>Central Title Company</td>
<td>Natalie Hayes</td>
<td>(903) 935-1971</td>
</tr>
<tr>
<td>Arx Advantage</td>
<td>Robbye Meyer</td>
<td>(512) 963-2555</td>
</tr>
<tr>
<td>Phase Engineering</td>
<td>Ruben Jauregui, Jr.</td>
<td>(713) 476-9844</td>
</tr>
<tr>
<td>StoneLeaf Homes of Distinction, LLC</td>
<td>Victoria Sugrue</td>
<td>(903) 887-4344</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?:**
- Central Title Company: No
- Arx Advantage: No
- Phase Engineering: No
- StoneLeaf Homes of Distinction, LLC: Yes

**This is a direct or indirect, financial, or other interest with Applicant or other team members?**
- Central Title Company: No
- Arx Advantage: No
- Phase Engineering: No
- StoneLeaf Homes of Distinction, LLC: No
Tab 43

Architect Certification
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.
2018 Architect Certification

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

01-10-2018

Date

BRIAN RUMNEY

Printed Name

18154 TX

License Number and State

CROSS ARCHITECTS

Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

[http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)

Once applicants have obtained a DUNS number, they must register with the SAM database:

[https://sam.gov/portal/public/SAM](https://sam.gov/portal/public/SAM)

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- 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


Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

[http://www.tdhca.state.tx.us/home-division/mf-home/index.htm](http://www.tdhca.state.tx.us/home-division/mf-home/index.htm)

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
Tab 44

Experience Certificate
January 23, 2015

Mr. J. Michael Sugrue
c/o Mike Sugrue
1920 S. 3rd Street
Mabank, Texas 75147

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2015 UNIFORM MULTIFAMILY RULES

Dear Mr. Sugrue:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. …

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Jean M. Latsha
Director of Multifamily Finance
Tab 45

9% Applicant Credit Limit Documentation & Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>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.</td>
<td>SilverLeaf at Marshall, LP</td>
<td>No</td>
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<td>2.</td>
<td>SilverLeaf at Marshall GP, LLC</td>
<td>No</td>
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<td>3.</td>
<td>StoneLeaf Homes of Distinction, LLC</td>
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<td>4.</td>
<td>Victoria Sugrue</td>
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<td>5.</td>
<td>J. Michael Sugrue</td>
<td>No</td>
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<td>6.</td>
<td>Ben Dempsey</td>
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<td>7.</td>
<td>StoneLeaf Development Partners, LLC</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: ___________________________  Signature of Applicant  Date

Its:  J. Michael Sugrue, Member
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

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<td>No</td>
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<tr>
<td>4. Victoria Sugrue</td>
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<tr>
<td>5. J. Michael Sugrue</td>
<td>No</td>
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<td>6. Ben Dempsey</td>
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<td>7. StoneLeaf Development Partners, LLC</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
Date: 2-28-18  
Its: J. Michael Sugrue, Member
Community Input

- Local Government Support
- Community Support from State Representative
- Input from Community Organizations
## Community Input Scoring Items

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<td>Letter of either &quot;support&quot; or &quot;opposition&quot; is included behind this tab.**</td>
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<th>Input from Community Organizations - §11.9(d)(6)</th>
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<td>Applicant has included one or more letters of support or opposition behind this tab.</td>
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</table>

List information for each of the letters below:

A. St. Mark’s United Methodist Church
   - Name of Community Organization: Sean Leick
   - Contact Name: [ ] Support [ ] Opposition

B. Pilot International
   - Name of Community Organization: Kim Getsay
   - Contact Name: [ ] Support [ ] Opposition

C. Marshall Chamber of Commerce
   - Name of Community Organization: Stormy Nickerson
   - Contact Name: [ ] Support [ ] Opposition

D. [ ] Name of Community Organization
   - Contact Name: [ ] Support [ ] Opposition

E. [ ] Name of Community Organization
   - Contact Name: [ ] Support [ ] Opposition

F. [ ] Name of Community Organization
   - Contact Name: [ ] Support [ ] Opposition
City of Marshall, Texas
Resolution No. R-18-05

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS, SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE 2018 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY STONELEAF COMPANIES, FOR THE PROJECT KNOWN AS "STONE LEAF AT MARSHALL" LOCATED ON US HWY 80 EAST IN CITY OF MARSHALL'S EXTRATERRITORIAL JURISDICTION.

WHEREAS, a primary objective of this governing body is to develop a viable community, including decent, safe, affordable housing and a suitable living environment, and to expand economic opportunities principally for senior persons of low and moderate income; and

WHEREAS, a primary objective of this governing body is to increase the availability, financial accessibility, and support for safe, decent, and affordable senior housing to enhance the quality of life for economically disadvantaged citizens; and

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit program which is one of the primary means of directing private capital toward the development and preservation of affordable rental housing for low-income households; and

WHEREAS, StoneLeaf Companies has proposed a development for affordable senior rental housing named StoneLeaf at Marshall, located in the extraterritorial jurisdiction of the City of Marshall, Harrison County; and

WHEREAS, StoneLeaf Companies agrees to allow the City of Marshall review all construction plans and perform necessary inspections of construction work related with this development; and

WHEREAS, StoneLeaf Companies has agreed that within one year of occupancy of the proposed development, StoneLeaf Companies will request to be annexed into the City; and

WHEREAS, StoneLeaf Companies has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Competitive 9% Housing Tax Credits for StoneLeaf at Marshall, and

WHEREAS, 10 TAC 11.9(d)(3)(B) of the TDHCA rules governing the Competitive Housing Tax Credit Program provide for an applicant to be awarded one (1) point for a resolution from a unit of general local government confirming is commitment of support;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS AS FOLLOWS:

I.

That the City of Marshall, acting through its governing body, hereby confirms that it supports the proposed StoneLeaf at Marshall and that this formal action has been taken to put on record the opinion expressed by the City of Marshall on February 22, 2018.
II.

That the City of Marshall hereby commits to an in-kind contribution to the housing a minimum of but not exceeding a $250.00 value in the form of an in-kind contribution such as a grant or contribution of other value for the benefit of the housing.

III.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

IV.

This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Commission and upon approval thereof by the Chairman and the City of Marshall, Texas.

PASSED AND ADOPTED by the City Council of the City of Marshall, Texas this 22 day of Feb 2018.

APPROVED:

ATTEST:

E. Atkinson
HARRISON COUNTY RESOLUTIONS FOR STONELEAF COMPANIES

WHEREAS, StoneLeaf Companies has proposed a development for affordable senior rental housing named SilverLeaf at Marshall, located in Harrison County, Precinct 2; and

WHEREAS, StoneLeaf Companies has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Competitive 9% Housing Tax Credits for SilverLeaf at Marshall

WHEREAS, 11.9(d)(2) of the Texas Department of Housing and Community Affairs 2018 Qualified Allocation Plan awards points for a resolution from local government with jurisdiction over the proposed development.

IT IS HEREBY

RESOLVED, that the county of Harrison, acting through its governing body, hereby confirms that it supports the proposed SilverLeaf at Marshall and that this formal action has been taken to record the opinion expressed by the County of Harrison on February 26th, 2018, and

FURTHER RESOLVED, that for and on behalf of the Governing Body, the County Commissioners Court hereby certifies these resolutions to the Texas Department of Housing and Community Affairs.

______________________________
County Judge Hugh Taylor

______________________________
Commissioner William Hatfield, Pct. 1

______________________________
Commissioner Zephaniah Timmins, Pct. 2

______________________________
Commissioner Phillip Mauldin, Pct. 3

______________________________
Commissioner Jay Ebarb, Pct. 4

Attest: _________________________
February 9, 2018

Marni Holloway
221 E. 11th Street
Austin, Texas 78701

Dear Ms. Holloway,

RE: Application 18152 SilverLeaf at Marshall

The SilverLeaf at Marshall development in Marshall, Harrison County is located in State House district 9, which I represent.

I lend my support to the SilverLeaf at Marshall development which will serve the constituents in my District.

Sincerely,

[Signature]

Representative Chris D. Paddie
District 9
February 23, 2018

Stoneleaf Companies
1920 South 3rd Street
Mabank, Texas 75147

RE: Letter of Support for Silverleaf Property

The Greater Marshall Chamber of Commerce is pleased to support the proposed Silverleaf Property at its proposed location on Victory Drive in Marshall, Texas.

As an organization of business and community leaders, we strongly advocate for affordable housing options. Your property would meet an urgent need in Marshall and Harrison County for our population.

We look forward to welcoming you to the Chamber and hosting a ribbon cutting for your property upon opening in Marshall! If I can provide any assistance in the planning for this property, please do not hesitate to contact me at (903) 935-7868 or snickerson@marshalltx.com.

Sincerely,

Stormy Nickerson
Executive Director
TEXAS SECRETARY of STATE
ROLANDO B. PABLOS

UCC | Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 3319601
Original Date of Filing: May 2, 1919
Formation Date: N/A

Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Non-Profit: N/A
Type: FEIN:

Tax ID: 17504155502
Duration: Perpetual

Name: GREATER MARSHALL CHAMBER OF COMMERCE
Address: 208 E BURLESON ST
MARSHALL, TX 75670-3418 USA

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<th>ASSUMED NAMES</th>
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Order   Return to Search

Instructions:
• To place an order for additional information about a filing press the 'Order' button.
GREATER MARSHALL CHAMBER OF COMMERCE
208 E BURLESON ST
MARSHALL, TX 75670-3418

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 05-02-1919
Sales and use tax, as of 06-17-1981
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17504155502

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.
Purpose

Your Greater Marshall Chamber of Commerce is a voluntary organization of citizens in Harrison County who are investing their time, energy and money in a comprehensive Program of Action by working together to improve the economic, civic, and cultural well-being of the area. The Chamber is comprised of a Board of Directors, Ambassadors, committee members and caring community members who serve without pay.

WHAT IT DOES:
Your Chamber is a service institution and an action organization. It provides a medium through which local businesses and individual members can take effective action for progress in our local business community.

HOW IT FUNCTIONS:
The Greater Marshall Chamber of Commerce functions through working committees of the organization. Planning, inspiration, funding, and leadership are molded into a Program of Action, developed by the Board of Directors, as the Chamber’s projects and activities for the year.

WHO CAN JOIN:
A membership investment in your Chamber
will vary depending on the size and type of your firm or your individual status. Investments are paid in advance on an annual basis and may be tax deductible as a business expense.

Friends of Marshall Animals Bowling Mixer
Fri Feb 23 2018, 06:00 pm CST - 08:00 pm CST

MRAC Music & Memories Dance
Fri Feb 23 2018, 07:00 pm CST - 10:30 pm CST

Caddo Lake Night Hike
Fri Feb 23 2018, 08:00 pm CST - 09:00 pm CST
February 22, 2018

TO: Stoneleaf Companies
1920 South 3rd St.
Mabank, TX 75147

RE: letter of support

St. Mark’s United Methodist Church supports the proposed development of the Silverleaf Apartments in its proposed location on Victory Drive in Marshall, Texas. Our church is located on the same side of Marshall, and we have several members who may be interested in living there when it is completed.

Sincerely,

\[Signature\]

Sean Leick, Pastor
# TEXAS SECRETARY of STATE
## ROLANDO B. PABLOS

### BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

**UCC | Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout**

- **Filing Number:** 132655601
- **Original Date of Filing:** September 16, 1994
- **Formation Date:** N/A
- **Entity Type:** Domestic Nonprofit Corporation
- **Entity Status:** In existence
- **Non-Profit:** N/A
- **Type:** N/A
- **FEIN:**

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<th>Associated Entities</th>
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<tr>
<td>ST. MARK'S UNITED METHODIST CHURCH OF MARSHALL</td>
<td>[ADDRESS NOT PROVIDED]</td>
<td>Inactive Date</td>
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**Order | Return to Search**

**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.
ST MARK'S UNITED METHODIST CHURCH OF MARSHALL
1101 JASPER DR
MARSHALL, TX 75672-2431

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-16-1994
Sales and use tax, as of 09-16-1994
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
State portion of hotel occupancy tax, religious as of 09-16-1994
   (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 30117418894

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.
Feb. 21, 2018

To Stoneleaf Companies
1920 S 3rd St.
Marshall, TX 75147

RE: Letter of Support

The Pilot Club of Marshall supports the affordable housing for the elderly project for Marshall, TX. It will be Silverleaf Apartments located on Victory Drive in East Marshall. We believe this project is needed as there are older residents ready to give up large homes and yards. We need to keep them here instead of moving to other towns with retirement facilities.

Thank you,
Kim Atsay, President
Pilot Club of Marshall
TEXAS SECRETARY of STATE
ROLANDO B. PABLOS

**UCC | Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout**

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 64587501
Original Date of Filing: March 7, 1983
Formation Date: N/A
Tax ID: 30007199059
Duration: Perpetual
Name: PILOT CLUB OF MARSHALL, TEXAS
Address: PO BOX 1842
MARSHALL, TX 75671 USA

### REGISTERED AGENT

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<tr>
<th>Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>Kim Getsay</td>
<td>107 Cottage Road Carthage, TX 75633 USA</td>
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</tr>
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</table>

**Instructions:**
- To place an order for additional information about a filing, press the 'Order' button.
PILOT CLUB OF MARSHALL, TEXAS  
PO BOX 1842  
MARSHALL, TX 75671-1842

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 03-10-2015  
Sales and use tax, as of 03-10-2015  
(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: 30007199059

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.

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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.
Marshall Pilot Club rolls out casino night fundraiser

March 23, 2017 at 3 a.m.

The Pilot Club of Marshall is having a casino game night fundraiser on March 25.

From 7 to 11 p.m., guests can enjoy casino-style games, food and a silent auction at the Marshall Visual Arts Center, 208 E. Burleson St.

Tickets cost $30 in advance or $40 a the door. Proceeds benefit Pilot Club programs, which include support for the Alzheimer's Association, Project Lifesaver, scholarships and presentations.

For ticket information, contact Kim Getsay at (903) 407-9149.

SHARE

Comments

0 Comments

Add a comment...

Facebook Comments Plugin
Tab 47

Third Party Reports
Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§10.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

   Prepared by: Phase Engineering  
   Date of Report: 2/26/2018

   - [ ] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [ ] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

   - [ ] Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

   All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§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: 
     - Contact Person: 
     - Contact Telephone: Email: 

3. **Primary Market Area Map**

   - [ ] Primary Market Area (PMA) map with definition of PMA is included behind this tab.

     Prepared by: Apartment Market Data, LLC  
     Date of Report: 2/21/2018

4. **Property Condition Assessment (PCA)**

   Prepared by: N/A  
   Date of Report: 

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<td>Site Design and Development Feasibility Report</td>
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<td>6.</td>
<td>Prepared by:</td>
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MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC
Contact: Darrell G Jack
Date: 2/21/2018
Phone: (210) 530-0040

Development: SilverLeaf at Marshall
Target Population: Elderly
Definition of Elderly Age: 55

Site Location: approx. 1,000 ft into NWC Victory Dr, Pumpkin Cent
City: Marshall
County: Harrison

Site Coordinates:
Longitude | Latitude
---|---
-94.28315 | 32.53105

Primary Market Area (PMA) page 32

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Square Miles
February 22, 2018

To: Lauren Long  
Stoneleaf Companies  
1920 S. 3rd Street  
Mabank, Texas 75147  
P: 903.887.4334

Re: Silverleaf at Marshall  
Marshall, Texas

Mrs. Long,

Per the attached Architect Certification for Silverleaf Marshall, all accessibility requirements have been met for both the physically accessible and the hearing/visual impaired. All Architectural design has been coordinated with local ordinances and codes. Per the attached Unit Tabulation sheet, the total number of units for the project is 80, and of those, 4 units will be HC Accessible and 2 units will meet the requirements for hearing/visual impaired. The total number of parking spaces for the entire project is 150 spaces, and the total number of HC accessible parking spaces is 9. The total amount of ADA parking spaces meets all HC requirements and provides access to any part of the property.

Please contact our office with any questions or comments.

Best Regards,

[Signature]

Brian Rumsey, NCARB  
Cross Architects, PLLC
### Building Tabulation

**Project Name:** Provision At Synott  
**Project Number:** UNKNOWN  
**Date:** 02.10.2018

#### Building Type - 'A' - 1 Story

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### Unit Tabulation

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**Project Number:** UNKNOWN  
**Date:** 02.10.2018

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<td>Total Percentage of Four Bedroom Units</td>
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Tab 48

Deficiency Documents
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Tab 49

Scoring Notice
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Tab 50

Third Party Requests for Administrative Deficiency
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Tab 51

REA Division RFI Documents
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Tab 52

Board Action
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Tab 53

Public Comment
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application.pdf
Tab 54

Commitment or Determination Notice
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Tab 55

MFDL Award Letter
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Tab 56

Carryover Documents
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf