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.
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

TAB 1(a)

Application Certification Form
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: Rutherford Park

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

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

By: [Signature]

J. Steve Ford

Printed Name
Manager of the GP

Title
2/23/18

Date

Sworn to and subscribed before me on the 23rd day of February, 2018.

by J. Steve Ford

(Personalized Seal)

LILY KAVITHEKAR
Notary Public, State of TEXAS
My Commission Expires November 10, 2019

2/22/18
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

TAB 1(b)

Meeting Selection (4% only)

Not Applicable
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: Not applicable

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>
</tr>
<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>
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<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
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<td>July 26, 2018</td>
<td>May 11, 2018</td>
</tr>
<tr>
<td>September 6, 2018</td>
<td>June 22, 2018</td>
</tr>
<tr>
<td>October 11, 2018</td>
<td>July 27, 2018</td>
</tr>
<tr>
<td>November 8, 2018</td>
<td>August 24, 2018</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>September 21, 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
Certification, Acknowledgement, and Consent of Development Owner - §10.204(1)

[X] The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
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.
2018 Development Owner Certification, Acknowledgement and Consent

Rutherford Park LP (a to-be formed Texas limited partnership)

By: [Signature]

J. Steve Ford

Printed Name
Manager of Rutherford Park GP, LLC

Title

3/2/2018

Date

THE STATE OF §

COUNTY OF §

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

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

(Seal)

LILY KAYTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Page 8 of 8
TAB 3

Applicant Eligibility Certification:

1. Rutherford Park, LP (Applicant)
2. Rutherford Park GP, LLC (General Partner of the Applicant)
3. Resolution Real Estate Services, LLC (Member of GP and Guarantor)
   - J. Steve Ford
   - Cynthia Ford
4. J. Steve Ford (limited partner)
5. Vin Capital Resources, LLC
6. Carrie Ford Compton
7. JFB Properties, LLC
8. Jeremy Bartholomew
9. J. Steve Ford (Guarantor)
10. Rutherford Park Developers, LLC. (Developer)
The Applicant Eligibility Certification(s) is included behind this tab.

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

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

Rutherford Park, LP (a to-be-formed Texas limited partnership)

By: [Signature of Authorized Representative]

J. Steve Ford
Printed Name

Manager of Rutherford Park GP, LLC, the GP
Title

02/23/2018
Date

THE STATE OF TEXAS $§
COUNTY OF HARRIS $§

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

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

(Seal)

LILY KAYTHEKAR 
Notary Public, State of Texas
My Commission Expires November 10, 2019 

Notary Public Signature
2018 Applicant Eligibility Certification

Rutherford Park GP, LLC

By: [Signature of Authorized Representative]

Jeremy Bartholomew

Printed Name

Manager

Title

02/26/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February, 2018

(Seal)

LILY KAVIHEKAR
Notary Public, State of Texas
My Commission Expires
November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

Resolution, inc.

By: [Signature]

Signature of Authorized Representative

Cynthia Ford

Printed Name

President

Title

02/23/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

[Notary Public Signature]

Page 6 of 6
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

J. Steve Ford

Printed Name

Vice President

Title

02/23/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

[Notary Public Signature]
2018 Applicant Eligibility Certification

Resolution Real Estate Services, LLC

By: 

Signature of Authorized Representative

J. Steve Ford

Printed Name

Manager

Title

02/23/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

LILY KAvTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification
Resolution Real Estate Services, LLC

By: [Signature]

Signature of Authorized Representative

Cynthia Ford
Printed Name

Manager

Title

02/23/2018
Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

[Seal]

LILY RAVHEEVAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

[Notary Public Signature]
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Cynthia Ford

Printed Name

Limited Partner

Title

02/26/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February, 2018

(Seal)

LILY KANTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

Vin Capital Resources, LLC

By: [Signature]

Signature of Authorized Representative

Carrie Ford Compton

Printed Name

Manager

Title

2/23/18

Date

THE STATE OF Texas

COUNTY OF Harris

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

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

(Seal)

SHELLEY LYNN KOTERAS
Notary Public, State of Texas
My Commission Expires March 15, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

JFB Properties, LLC

By: ____________________________
Signature of Authorized Representative

Jeremy Bartholomew
Printed Name

Manager

Title

02/23/2018
Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

LILY KAVITHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

Beryllium Services, LLC

By: [Signature]

Signature of Authorized Representative

John S. Ford

Printed Name

Manager

Title

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

LILY KAVTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

[Notary Public Signature]
2018 Applicant Eligibility Certification
Bellbeacon, LLC

By: ____________________________
Signature of Authorized Representative

Jill Ford Weight
Printed Name

Title
02/23/2018
Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

LILY KAVTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

J. Steve Ford

Printed Name

Guarantor

Title

02/23/2018

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

J. Steve Ford

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

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

(Seal)

LILY KAVTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

LILY KAVTEKAR
Notary Public, State of Texas
My Commission Expires
November 10, 2019

Page 6 of 6
TAB 4

Multifamily Direct Loan Certification

Not Applicable
**The form should be executed, notarized, and included in the full application document.**

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

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:** J. Steve Ford
   - **Phone:** (713) 334-5514
   - **Email:** steve@resolutioninc.net
   - **Mailing Address:**
     - **Street:** 1500 North Post Oak Road, Suite 190
     - **City:** Houston
     - **State:** Texas
     - **Zip:** 77055

2. **Second Contact**

   - **Name:** Jeremy Bartholomew
   - **Phone:** (713) 334-5514
   - **Email:** jeremy@enco.re

3. **Consultant Contact (if applicable)**

   - **Name:** Lily Kavthekar
   - **Phone:** (713) 334-5514
   - **Email:** lily@lbkltd.net
   - **Mailing Address:**
     - **Street:** 13930 Carrington Lane
     - **City:** Cypress
     - **State:** Texas
     - **Zip:** 77429
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

TAB 6

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

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
</tbody>
</table>

**High Quality Housing Total 17**

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

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

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

### Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total 11**

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

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

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

### Total Application Self Score 120
Tab 7

Site Information Form Part I
### Site Information Form Part I

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

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximately 12300 block of Tidwell (NWC of Tidwell &amp; C.E. King Pkwy)</td>
<td>Houston ETJ</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>77044</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris</td>
<td>Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48201232302</td>
<td>61099.00</td>
<td>2q</td>
<td>12.3</td>
</tr>
</tbody>
</table>

- **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)(11) (All Programs)

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

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

Resident of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>L E Monahan ES</td>
<td>K through</td>
<td>5</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>C E King MS</td>
<td>6 through</td>
<td>8</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>C E King HS</td>
<td>9 through</td>
<td>12</td>
<td>Yes</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: ____________________________
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 8

Supporting Documents:

- Street Map
- Census Tract Map
- Evidence of Zoning
- Flood Zone Designation
- School attendance zone map and school rating
Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t]
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school; and
  - UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
Tab 8 (Continued)

Street Map with Site Drawn and identified
Tab 8 (Continued)

Census Tract Map with Development Site identified
Tab 8 (Continued)

Evidence of Zoning
January 1, 2018

To Whom It May Concern:

SUBJECT: Zoning, Building Codes, and Certificates of Occupancy in Unincorporated Harris County

Zoning:

There is no zoning regulation promulgated or administered by Harris County in the unincorporated area. Harris County does administer regulations pertaining to floodplain management, on-site sewage facilities, driveways, and signs. All development regulations may be viewed on our website: www.eng.hctx.net/permits

Building Codes and Certificates of Occupancy:

Effective 1 January 2006, multi-family dwellings consisting of four (4) or more units became subject to the requirements of the Harris County Fire Code. A Certificate of Compliance is issued prior to occupancy. Commercial and public buildings permitted prior to 1 January 2005 were not subject to any building code; however, after that date, construction of commercial and public buildings became subject to the Harris County Fire Code. A Certificate of Compliance is issued prior to occupancy. The Harris County Fire Code may be viewed on our website.

All residential construction (single family homes and duplexes) permitted in unincorporated Harris County after September 1, 2009 is required to comply with our inspection notification process. The provisions of Subchapter F of Chapter 233 of the Texas Local Government Code, as enacted by the 81st Texas Legislature, require the builder of a residential structure to provide a notice to the County of the date of certain inspections. This notice indicates whether the inspections showed compliance with the version of the International Residential Code that will be used to construct the new residence at the time the permit was obtained. No certificate of occupancy is issued for these residential structures.

You may present this letter to your lender. It is updated annually or as regulations and requirements are amended. If additional information is required beyond the scope of this letter, please contact the Records Section of the Harris County Permits Office at 713-274-3900, fax 713-956-3050 or e-mail records@hcpid.org. A fee will be assessed for additional information.

Sincerely,

Jesse Morales, CFM
Manager of Permits
To: Whom It May Concern

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

Effective Date: January 1, 2018

The City of Houston does not have a zoning ordinance. This is the city of Houston’s no zoning letter applicable to any property inside the city of Houston. This does not address any separately filed restrictions that may be applicable to the property. You may use this letter to present to your lender. This letter will be updated on January 1, 2019.

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
Tab 8 (Continued)

Evidence of Flood Zone Designation
School Attendance Zone Map and School Rating

- Monahan Elementary
- C E King Middle School
- C E King High School
Elementary Schools

Affected Areas/Sub Divisions

**Elementary Schools**
- Sun Rise Pines
- Texas Pride

**Current Elementary**
- Carroll Elementary

**2016-2017 Elementary**
- Monahan Elementary
  - Garrett Elementary
<table>
<thead>
<tr>
<th>Aqueduct Road Area</th>
<th>Sheldon Elementary</th>
<th>Garrett Elementary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hampton Oaks</td>
<td>Sheldon Elementary</td>
<td>Royalwood Elementary</td>
</tr>
<tr>
<td>South Lake Villa Apt.</td>
<td>Carroll Elementary</td>
<td>Monahan Elementary</td>
</tr>
<tr>
<td>San Circle Trl</td>
<td>Carroll Elementary</td>
<td>Monahan Elementary</td>
</tr>
</tbody>
</table>

**If a sub division or area was not mentioned above then there has been no change to the school your children will attend.**

Sheldon ISD will provide personalized learning opportunities to ensure all students graduate college and career ready.
Accountability Rating  
Met Standard

Did Not Meet Standards on  
- NONE

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

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>669</td>
<td>1,016</td>
<td>66</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>402</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>552</td>
<td>1,600</td>
<td>35</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>28.7</td>
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<tr>
<td>Graduation Rate Score</td>
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<tr>
<td>Graduation Plan Score</td>
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<tr>
<td>Postsecondary Component Score</td>
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<td>29</td>
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System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Number and Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>13 out of 22 = 59%</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>25 out of 34 = 74%</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
Middle Schools

Affected Areas/Sub Divisions

**Middle Schools** | **Current Middle School** | **2016-2017 Middle School**
---|---|---
Null MS | | 
C. E. King MS | | 
Ralph E. Furr | | 
M. S. Harnett | |
<table>
<thead>
<tr>
<th>Division</th>
<th>Middle School 1</th>
<th>Middle School 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun Rise Pines</td>
<td>Null MS</td>
<td>C.E. King MS</td>
</tr>
<tr>
<td>Texas Pride</td>
<td>C.E. King MS</td>
<td>Null MS</td>
</tr>
<tr>
<td>Edgewood Village</td>
<td>Null MS</td>
<td>C.E. King MS</td>
</tr>
<tr>
<td>Hampton Oaks</td>
<td>Null MS</td>
<td>C.E. King MS</td>
</tr>
</tbody>
</table>

*If a sub division or area was not mentioned above then there has been no change to the school your children will attend.*

---

Sheldon ISD
11411 C.E. King
Parkway
Houston, TX 77044

Sheldon ISD will provide personalized learning opportunities to ensure all students graduate college and career ready.
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1: Student Achievement (Target Score=60)
Points Earned: 62
Maximum Points: 2,775
Index Score: 62

Index 2: Student Progress (Target Score=30)
Points Earned: 30
Maximum Points: 1,200
Index Score: 30

Index 3: Closing Performance Gaps (Target Score=26)
Points Earned: 32
Maximum Points: 3,000
Index Score: 32

Index 4: Postsecondary Readiness (Target Score=13)
Points Earned: 23
Maximum Points: N/A
Index Score: 23

Performance Index Summary

Index | Points Earned | Maximum Points | Index Score
--- | --- | --- | ---
1 - Student Achievement | 1,718 | 2,775 | 62
2 - Student Progress | 363 | 1,200 | 30
3 - Closing Performance Gaps | 956 | 3,000 | 32
4 - Postsecondary Readiness
   - STAAR Score | 23.3 |
   - Graduation Rate Score | N/A |
   - Graduation Plan Score | N/A |
   - Postsecondary Component Score | N/A |

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>13 out of 30</td>
<td>63</td>
<td>43%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14</td>
<td>30</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>27 out of 44</td>
<td>84</td>
<td>61%</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
C E King High School for School Boundary Map

School boundary map anomalies in street representation can and do occur, please contact the school directly using the number listed above.

Get Directions

Show School Boundaries

Nearby Places

Large Map
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1: Student Achievement (Target Score=60)
Points Earned: 2,547
Maximum Points: 3,936
Score: 65

Index 2: Student Progress (Target Score=17)
Points Earned: 218
Maximum Points: 1,200
Score: 18

Index 3: Closing Performance Gaps (Target Score=30)
Points Earned: 905
Maximum Points: 2,400
Score: 38

Index 4: Postsecondary Readiness (Target Score=60)
Points Earned: 9.8

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,547</td>
<td>3,936</td>
<td>65</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>905</td>
<td>2,400</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>9.8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates 15 out of 28 = 54%
- Participation Rates 14 out of 14 = 100%
- Graduation Rates 4 out of 5 = 80%

Total 33 out of 47 = 70%

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
Tab 9

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

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

   - X Development is Urban and Development Site is within the required radius 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.

   - full service grocery store (1 mile)
   - pharmacy (1 mile)
   - licensed center serving children (2 miles)
   - census tract with crime rate of ≤26 per 1k persons
   - outdoor recreation facility available to public (1 mile)
   - community, civic or service organization (1 mile)
   - delivered meals service

   - 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)(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:

- **Yes** 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 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>
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</tr>
</tbody>
</table>

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

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

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

Application is seeking points for Proximity to the Urban Core.  
Total Points Claimed: 0

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

Region: 6  
Urban

- 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):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
- 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
Rehabilitation
Demolition/Reconstruction

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

Application is seeking points for Concerted Revitalization.

Total Points Claimed: 0

Development is a Rural Area.

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

AND
Development has been leased at 85% or more for the six months preceding Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG;

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

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

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

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

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

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

Application is seeking points for Concerted Revitalization.

Total Points Claimed: 0

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

Application is seeking points for Declared Disaster Area.

Total Points Claimed: 10

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

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

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

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.

§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.

Application is seeking points for Readiness to Proceed.

Total Points Claimed: 5
Tab10

Supporting Documentation for Site Information Form Part II:

- Census Tract Map
- Map of Community Assets
- Evidence of Opportunity Index Points
- Map of census tract showing no other tax credit project in the same census tract
- Evidence of Readiness to Proceed
Supporting Documentation for the Site Information Form Part II

Opportunity Index (Competitive HTC and Direct Loan Only)

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  [http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp]
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate
  [https://www.neighborhoodscout.com]
- Print-out from THECB website confirming accreditation of university or community college
  [http://www.txhighereddata.org/Interactive/Institutions.cfm]
- Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable
- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable
- Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

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

  n/a For Economically Distressed Areas:
  - A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
  - Map showing development site boundaries, relative to EDA boundaries.

  n/a 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
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
  - Map with all contiguous census tracts, if applicable

  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)-(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.

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.

Declared Disaster Area:
- 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).
  - The List of Declared Disaster Areas is posted on the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov't Code §418.014 at the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

Readiness to Proceed
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §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 and/or due diligence fees have been paid to lender and/or equity provider
- Documentation of lenders' critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.
- See attached Citi Bank Proposed Financing Schedule
- Evidence from lender that the lenders' third party reports have been ordered.
<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed architect contract</td>
<td>X</td>
<td>See attached</td>
</tr>
<tr>
<td>Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record</td>
<td>X</td>
<td>See attached architect statement</td>
</tr>
<tr>
<td>Permit-ready architectural plans</td>
<td>X</td>
<td>Submitted to FTP server under separate cover</td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description from architect of record of current stage of architectural plans</td>
<td>X</td>
<td>See attached architect statement</td>
</tr>
<tr>
<td>Evidence that site development permit application has been submitted and received by the appropriate permitting authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
<td>X</td>
<td>See attached description of timing for property acquisition</td>
</tr>
<tr>
<td>Description of timing for construction permits</td>
<td>X</td>
<td>See critical path schedule from architect of record</td>
</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
<td>X</td>
<td>See attached executed construction contract</td>
</tr>
<tr>
<td>Description of timing for execution of construction contracts</td>
<td>X</td>
<td>See attacheded construction contract time line</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.</td>
<td>X</td>
<td>See attached construction schedule</td>
</tr>
<tr>
<td>Project execution plan</td>
<td></td>
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<tr>
<td>Other (describe):</td>
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<td>Other (describe):</td>
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</tbody>
</table>
Tab 10 (continued)

- Census Tract Map
Tab 10

Opportunity Index Map of Community assets with Development, radius, and each asset labeled
Tab 10 - Opportunity Index

Supporting Documentation for Site Information Form Part II:

- Print-out from DFPS website confirming daycare licensed to serve relevant age group – The Crayon Club#4
  - Crime rate information from Neighborhood Scout

- Print out from THECB website confirming accreditation of university – San Jacinto College North Campus

- Evidence of outdoor permanent recreation facility – Brock Park Golf Course; Parkway Forest Park

- Evidence of regular and recurring services provided by civic organization – Parkway Baptist Church, Great Cambodian Family Church; Eastside Free Will Baptist Church, Great Commission Family Church
  - Evidence of pharmacy within 1 mile - Lifeline Pharmacy

- Evidence of grocery store within 1 mile – Hay Chihuahua Meat Market
  - Current service of Meals on Wheels of Greater Houston in the area
Tab 10 (opportunity index amenity evidence)

Print-out from DFPS website confirming daycare licensed to serve relevant age group:
The Crayon Club #4
Operation Details

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

Operation Number: 1656613
Operation Type: Licensed Center
Program Provided: School Age Program
Operation/Caregiver Name: The Crayon Club #4
Location Address:

Mailing Address:

Phone Number: 281-757-1398
County: HARRIS
Website Address: www.crayon-club.com
Email Address:
Administrator/Director Name: Michelle Bonton
Type of Issuance: Full Permit
Issuance Date: 12/12/2017
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 244
Licensed to Serve Ages: Pre-Kindergarten, School
Total Capacity: 244
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

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

In the last two years, Licensing conducted the following:

7 - Inspections
0 - Assessments
0 - Self Reported Incidents
2 - Reports

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

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

Two Year Compliance Summary

During the last two years, 1959 standards were evaluated for compliance at this operation.

Of the standards evaluated 2 deficiencies were cited.

Click on the number of deficiencies to see additional details.

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

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

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

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

Disclaimer: The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived
Tab 10 (opportunity index amenity evidence)

Crime rate information for census tract from Neighborhood Scout
NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

39
(100 is safest)

Safer than 39% of U.S. neighborhoods.

<table>
<thead>
<tr>
<th>NEIGHBORHOOD ANNUAL CRIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIOLENT</td>
</tr>
<tr>
<td>Number of Crimes</td>
</tr>
<tr>
<td>Crime Rate</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

20
(100 is safest)

Safer than 20% of U.S. neighborhoods.
VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

<table>
<thead>
<tr>
<th></th>
<th>This Neighborhood</th>
<th>Houston</th>
<th>Texas</th>
<th>National Median: 3.8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per 1,000</td>
<td>6.59</td>
<td>9.69</td>
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MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 152 in this Neighborhood
1 IN 103 in Houston
1 IN 243 in Texas

HOUSTON VIOLENT CRIMES

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
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<tbody>
<tr>
<td>Report Total</td>
<td>305</td>
<td>999</td>
<td>10,324</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.13</td>
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<td>4.51</td>
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UNITED STATES VIOLENT CRIMES

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
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<tbody>
<tr>
<td>Report Total</td>
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<td>124,047</td>
<td>327,374</td>
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<td>Rate per 1,000</td>
<td>0.05</td>
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NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

PROPERTY CRIME INDEX BY TYPE
(100 is safest)

Safer than 44% of U.S. neighborhoods.

<table>
<thead>
<tr>
<th></th>
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<th>THEFT INDEX</th>
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<tr>
<td>This Neighborhood</td>
<td>27</td>
<td>59</td>
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<tr>
<td>Texas</td>
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PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 41
in this Neighborhood

1 IN 22
in Houston

1 IN 35
in Texas

HOUSTON PROPERTY CRIMES

POPULATION: 2,290,530

<table>
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<tr>
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<td>Rate per 1,000</td>
<td>8.74</td>
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UNITED STATES PROPERTY CRIMES

POPULATION: 321,418,820

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<td>707,758</td>
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CRIMES PER SQUARE MILE

POPULAR REAL ESTATE NEAR 12421 TIDWELL RD

Baytown, TX (Brownwood)
Crosby, TX (S Diamondhead Blvd / Fm)
Houston, TX (N Sam Houston Pky E / Old Humble Rd)
Houston, TX (Pineland Rd / Garrett Rd)
Humble, TX (Atascocita Rd / Atasca South Dr)
Humble, TX (Atascocita Rd / Will Clayton Pky)
Humble, TX (Atascocita)
Humble, TX (Fm 1960 / Atascocita Shores Dr)
Humble, TX (Fm 1960 / W Lake Houston Pky)
Humble, TX (Riverside Crest)

COMPARABLE NEIGHBORHOODS NEARBY

89% Match - Houston, TX (Sheldon)
84% Match - Humble, TX (N Sam Houston Pky E / Wilson Rd)
83% Match - Channelview, TX (Sheldon Rd / Ashland Blvd)
83% Match - Houston, TX (W Mount Houston Rd / Cordoba Dr)
82% Match - Channelview, TX (E Sam Houston Pky N / Wallisville ...
Tab 10 (opportunity index amenity evidence)

Print out from THECB website confirming accreditation of university
<table>
<thead>
<tr>
<th>College Name</th>
<th>Street Address</th>
<th>City, State ZIP Code</th>
<th>President/Provost/Chancellor Name</th>
<th>Phone Number</th>
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</thead>
<tbody>
<tr>
<td>McLennan Community College</td>
<td>1400 College Drive</td>
<td>Waco, TX 76708</td>
<td>Johnette Mckown President</td>
<td>(254) 299-8000</td>
</tr>
<tr>
<td>Midland College</td>
<td>3600 North Garfield</td>
<td>Midland, TX 79705</td>
<td>Steve Thomas President</td>
<td>(432) 685-4500</td>
</tr>
<tr>
<td>Navarro College</td>
<td>3200 West 7th Avenue</td>
<td>Corsicana, TX 75110</td>
<td>Barbara Kavalier President</td>
<td>(903) 874-6501</td>
</tr>
<tr>
<td>North Central Texas College</td>
<td>1525 West California Street</td>
<td>Gainesville, TX 76240</td>
<td>Brent Wallace President</td>
<td>(940) 668-7731</td>
</tr>
<tr>
<td>Northeast Texas Community College</td>
<td>2886 FM 1735 Chapel Hill Road</td>
<td>Mount Pleasant, TX 75456-1307</td>
<td>Bradley W. Johnson President</td>
<td>(903) 572-1911</td>
</tr>
<tr>
<td>Odessa College</td>
<td>201 West University</td>
<td>Odessa, TX 79784</td>
<td>Gregory Williams President</td>
<td>(432) 335-6400</td>
</tr>
<tr>
<td>Panola College</td>
<td>1109 West Panola Street</td>
<td>Carthage, TX 75633</td>
<td>Gregory Powell President</td>
<td>(903) 693-2000</td>
</tr>
<tr>
<td>Paris Junior College</td>
<td>2400 Clarksville Street</td>
<td>Paris, TX 75460</td>
<td>Pamela Anglin President</td>
<td>(903) 785-7661</td>
</tr>
<tr>
<td>Ranger College</td>
<td>1100 College Circle</td>
<td>Ranger, TX 76470</td>
<td>William Campion President</td>
<td>(254) 647-3234</td>
</tr>
<tr>
<td>San Jacinto College Central Campus</td>
<td>8050 Spencer Highway</td>
<td>Pasadena, TX 77505</td>
<td>Van Wigginton Provost</td>
<td>(281) 476-1501</td>
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<tr>
<td>San Jacinto College North Campus</td>
<td>5800 Uvalde Road</td>
<td>Houston, TX 77049</td>
<td>William Raffetto Provost</td>
<td>(281) 458-4050</td>
</tr>
<tr>
<td>San Jacinto College South Campus</td>
<td>13735 Beamer Road</td>
<td>Houston, TX 77089</td>
<td>Brenda Jones Provost</td>
<td>(713) 484-1900</td>
</tr>
<tr>
<td>San Jacinto Community College</td>
<td>4624 Fairmont Parkway Suite 200</td>
<td>Pasadena, TX 77504</td>
<td>Brenda Hefley Chancellor</td>
<td>(281) 998-6100</td>
</tr>
<tr>
<td>South Plains College</td>
<td>1401 College Avenue</td>
<td>Levelland, TX 79336</td>
<td>Robin Satterwhite President</td>
<td>(806) 894-0611</td>
</tr>
<tr>
<td>South Texas College</td>
<td>3201 West Pecan McAllen</td>
<td>Houston, TX 78502-9701</td>
<td>Shirley Reed President</td>
<td>(956) 872-8311</td>
</tr>
<tr>
<td>Southwest Collegiate Institute for the Deaf</td>
<td>3200 Avenue C</td>
<td>Big Spring, TX 78801</td>
<td>Cheryl T. Sparks President</td>
<td>(915) 264-3700</td>
</tr>
<tr>
<td>Southwest Texas Junior College</td>
<td>2401 Garner Field Road</td>
<td>Uvalde, TX 78801</td>
<td>Hector Gonzales President</td>
<td>(830) 278-4401</td>
</tr>
<tr>
<td>Tarrant County College - Connect Campus</td>
<td>1500 Houston Street</td>
<td>Fort Worth, TX 76102</td>
<td>Carlos Morales President</td>
<td>(817) 515-1650</td>
</tr>
<tr>
<td>Tarrant County College - Northeast Campus</td>
<td>828 Harwood Road</td>
<td>Hurst, TX 76054</td>
<td>Allen Goben President</td>
<td>(817) 515-8223</td>
</tr>
<tr>
<td>Tarrant County College - Northwest Campus</td>
<td>4801 Marine Creek Parkway</td>
<td>Fort Worth, TX 76179-3599</td>
<td>Zarina Blankenbaker President</td>
<td>(817) 515-8223</td>
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<tr>
<td>Tarrant County College - South Campus</td>
<td>5301 Campus Drive</td>
<td>Fort Worth, TX 76119</td>
<td>Peter Jordan President</td>
<td>(817) 515-8223</td>
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<tr>
<td>Tarrant County College - Southeast Campus</td>
<td>2100 Southeast Parkway</td>
<td>Arlington, TX 76018-2907</td>
<td>Bill Coppola President</td>
<td>(817) 515-8223</td>
</tr>
<tr>
<td>Tarrant County College - Trinity River Campus</td>
<td>300 Trinity Campus Circle</td>
<td>Fort Worth, TX 76102</td>
<td>S. Sean Madison President</td>
<td>(817) 515-8223</td>
</tr>
<tr>
<td>Tarrant County College District</td>
<td>1500 Houston Street</td>
<td>Fort Worth, TX 76102</td>
<td>Eugene Giovanini Chancellor</td>
<td>(817) 515-8223</td>
</tr>
<tr>
<td>Temple College</td>
<td>2600 South First Street</td>
<td>Temple, TX 76504-7435</td>
<td>Glenda O. Barron President</td>
<td>(254) 298-8282</td>
</tr>
<tr>
<td>Texarkana College</td>
<td>2500 North Robison Road</td>
<td>Texarkana, TX 75501</td>
<td>James Russell President</td>
<td>(903) 838-4541</td>
</tr>
<tr>
<td>Texas Southmost College</td>
<td></td>
<td></td>
<td>Jesus R. Rodriguez</td>
<td></td>
</tr>
<tr>
<td>Institution Name</td>
<td>President Name</td>
<td>Phone</td>
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<tr>
<td>Trinity Valley Community College</td>
<td>Jerry King</td>
<td>(903) 677-8822</td>
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<tr>
<td>Tyler Junior College</td>
<td>Mike Melke</td>
<td>(903) 510-2200</td>
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<tr>
<td>Vernon College</td>
<td>Dusty Johnston</td>
<td>(940) 552-6291</td>
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<tr>
<td>Victoria College</td>
<td>David Hinds</td>
<td>(361) 573-3291</td>
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<tr>
<td>Weatherford College</td>
<td>Brent Baker</td>
<td>(817) 594-5471</td>
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<tr>
<td>Western Texas College</td>
<td>Barbara Beebe</td>
<td>(325) 573-8511</td>
<td></td>
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<tr>
<td>Wharton County Junior College</td>
<td>Betty A. McCrohan</td>
<td>(979) 532-4560</td>
<td></td>
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</tr>
</tbody>
</table>
Tab 10 (opportunity index amenity evidence)

Evidence of outdoor, & permanent recreation facility:

Brock Park Golf Course
Parkway Forest Park
Brock Park Golf Course
8201 John Ralston Rd
Houston, Texas 77044
Harris County

Phone(s): (281) 458-1350
Fax: (281) 459-6930
Website: www.houstonmunicipalgolf.org

Brock Park opened in the late 1940s next to the old Acme Brick Company, one of Houston’s most beautiful areas because of its wooded location along Greens Bayou. They called it Lake Forest Country Club back then when the Elks Lodge showed an interest in owning the property. Finally in the 1960s, the city purchased the course in an effort to help meet the demand for public golf.

The best hole on the front is the 222-yard No. 2, a difficult par 3 that plays through a narrow chute of trees. On the back, Nos. 11 and 12 are both drive-able par 4s where you’ll need to ensure par or better, since the number one handicap No. 14 looms close by. No. 14 goes 220 yards over Greens Bayou, and it’s all carry.

Getting there: From I-10 east, take the McCarty St. exit, and drive north for 6 miles until you come to John Ralston Rd. Turn left and head straight to the course.

No ratings or reviews so far | Submit your rating

Golf course details
Holes: 18
Public/Private: Public
Year opened: 1952
Golf Season: Year round
Guest Policy: Open
Tee times welcomed: Yes
Fairways: 
Greens:

Facilities
Pro in house: Yes
Driving range: Yes
Rental clubs: Yes
Rental carts: Yes

Green fees price ranges
Weekdays: $10 - $16
Weekends: $13 - $27

Texas golf courses
Houston, TX golf courses
Course policies

Metal spikes allowed: No
Dress code: 
Credit cards accepted: 

Length, slope and rating for each tee

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<thead>
<tr>
<th>Tee</th>
<th>Par</th>
<th>Yardage</th>
<th>Slope</th>
<th>Rating</th>
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<td>Red</td>
<td>72</td>
<td>5245</td>
<td>113</td>
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<tr>
<td>Blue</td>
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<td>6427</td>
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<tr>
<td>White</td>
<td>72</td>
<td>6115</td>
<td>113</td>
<td>69.7</td>
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</tbody>
</table>

Reader Ratings / Reviews

Submit your rating of the course:

Average Rate!
Evidence of regular and recurring services provided by:

- Parkway Baptist Church
- Eastside Free Will Baptist Church
- Great Commission Family Church
Hey there trendsetter! You could be the first review for Parkway Baptist Church.

Is this your business?

Once you’ve claimed, you can:
• Immediately update business information
• Respond to reviews and customer messages
• See the customer leads your business page generates
• Monitor how many people view your business page

Best of Yelp Houston – Churches

Find tacos, cheap dinner, Max's Near 1500 north post oak road, houston, texas 77055
Eastside Free Will Baptist Church

A church in the community,

For the community!

Eastside Free Will Baptist Church
8825 CE King PKWY
Houston, TX 77044
ph: 281-458-3325
eastsidefwb@att.net

- Home
- Upcoming Events
- Spanish Services
- Ministries
- What We Believe
- Plan of Salvation
- Contact Us
- Links

Home

Are you looking for a place to search out the answers to all the tough questions in life?

Or perhaps looking for a special place to worship God?
Come To Eastside! We have Just what you are searching for!

Our pastor, Rev. Kenneth Mayo, PhD, is always happy to answer any questions that you may have.

We have many activities for all ages, from the young to the young at heart.

So come try out Eastside! You will be so glad that you did!
Our Services Are:
Sunday School at 10:00 am
Sunday Morning Worship Service at 11:00 am
Sunday Night Worship Service at 6:00 pm
Wednesday Night Bible Study starts at 6:30 pm

There is a nursery available for infants through 3 year olds during all services.

Our hearts are burdened for the CE King Area. This area is HOME. We are Sheldon!
We will rebuild and come back stronger! #HurricaneHarvey

Offering a Blended Service
of Traditional and
Contemporary Service
Combined

Follow us on Twitter @EastsideFWB
Follow us on Facebook: www.facebook.com/eastsidefwbchurch

Eastside Free Will Baptist Church is a proud member of the National Association of Free Will Baptist.
Vincent B. Adams  
May 3, 2017
I have visited Great Commission Family Church on several occasions and really love the entire Worship Experience! Dr. Sylvester is a great Pastor/Teacher and does a fabulous job of rightly dividing t... See More

Carolyn Gordon  
October 9, 2016
Upon the invitation from First Lady Sylvester, who is my co-worker, I was more than blessed. Pastor Sylvester spoke straight to my soul and others in worship heard and felt what he had to say. God set... See More

Jolene Burton-Phillips  
May 4, 2015
This is a very warm and loving church. The Pastor and is beautiful wife are real and loving. I felt welcome. Thank you all.

Danisha LeMeil  
March 20, 2017
I absolutely LOVE my church home! Pastor Sylvester breaks his sermons down where everyone can understand them and get something from them. His sermons are always moving, and they always seem to spea... See More

Angela Moore  
February 27, 2017
Wonderful place to worship, an amazing church and church family. Pastor Sylvester always delivers an inspiring and powerful message.

Annette Buchanan Strange  
December 8, 2015
I have a awesome time when I visit my husband and two great friends attend the CHURCH And the Pastor is A GREAT speaker

Tracii Janine Sylvester-green  
July 16, 2015
They are a bible based spirit filled church with a pastor that is burning with the first of the holy spirit.

Welcome to Great Commission Family Church!!

Happy New Year from Great... Welcome to the worship ex...
Evidence of pharmacy located within a mile:

Lifeline Pharmacy
Lifeline Pharmacy is a Community/Retail Pharmacy in Houston, Texas. The NPI Number for Lifeline Pharmacy is 1346578614.

The current location address for Lifeline Pharmacy is 8514 C E King Pkwy Ste A, Houston, Texas and the contact number is 281-741-2892 and fax number is 281-741-2898. The mailing address for Lifeline Pharmacy is 8514 C E King Pkwy Ste A, Houston, Texas - 77044-2344 (mailing address contact number - 281-741-2892).

Provider Profile Details:

<table>
<thead>
<tr>
<th>Pharmacy Name</th>
<th>Lifeline Pharmacy</th>
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<tr>
<td>Provider Organization</td>
<td>LIFELINE PHARMACY</td>
</tr>
<tr>
<td>Address</td>
<td>8514 C E King Pkwy Ste A, Houston, Texas, 77044-2344</td>
</tr>
<tr>
<td>Phone Number</td>
<td>281-741-2892</td>
</tr>
<tr>
<td>Fax Number</td>
<td>281-741-2898</td>
</tr>
<tr>
<td>Authorized Official Name</td>
<td>Mr. Stephen Agba</td>
</tr>
<tr>
<td>Authorized Official Title/Position</td>
<td>Owner/president</td>
</tr>
<tr>
<td>Authorized Official Contact Number</td>
<td>281-741-2892</td>
</tr>
</tbody>
</table>

NPI Number Details:

- NPI Number: 1346578614
- Provider Enumeration Date: 11/25/2009
- Last Update Date: 11/25/2009

Provider Business Mailing Address Details:

- Address: 8514 C E King Pkwy Ste A, Houston, Texas, 77044-2344
- Phone Number: 281-741-2892
- Fax Number: 281-741-2898

Provider’s Primary Taxonomy Details:

- Type: Suppliers
- Speciality: Pharmacy - Community/retail Pharmacy
- Taxonomy: 3336C0003X
- Licence No.: 26543 (Texas)
Definition:
A pharmacy where pharmacists store, prepare, and dispense medicinal preparations and/or prescriptions for a local patient population in accordance with federal and state law; counsel patients and caregivers (sometimes independent of the dispensing process); administer vaccinations; and provide other professional services associated with pharmaceutical care such as health screenings, consultative services with other health care providers, collaborative practice, disease state management, and education classes.

Provider's Other Legacy Identifiers:

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<th>Identifier State</th>
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<td>Insurance Claims</td>
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<td>Screening</td>
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</table>

Post Comments / Review Below

0 Comments  NPINo.com  Login  Sort by Best

Start the discussion...

Student Stuns Doctors With Crazy Method to Melt Fat
Are you looking to burn belly fat, but diet and exercise is not enough? A student from Cornell University recently discovered the fastest way to lose weight by combining these two ingredients.

Learn More

Sponsored by Online Health and Fitness
What is a NPI Number? : The National Provider Identifier (NPI) is a unique identification number for covered health care providers. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions. Covered health care providers and all health plans and health care clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA (Health Insurance Portability and Accountability Act).

Where NPI should be used? : The NPI must be used in place of legacy provider identifiers, such as a Unique Provider Identification Number (UPIN), Online Survey Certification & Reporting (OSCAR) and National Supplier Clearinghouse (NSC) in HIPAA standard transactions. There are two categories of health care providers for NPI enumeration purposes. Entity Type 1 providers are individual providers who render health care (e.g., physicians, dentists, nurses). Sole proprietors and sole proprietorships are Entity Type 1 (Individual) providers. Organization health care providers (e.g., hospitals, home health agencies, ambulance companies) are considered Entity Type 2 (Organization) providers.

Who must obtain NPI? : All health care providers who are HIPAA-covered entities, whether they are individuals (e.g., physicians, nurses, dentists, chiropractors, physical therapists, or pharmacists) or organizations (e.g., hospitals, home health agencies, clinics, nursing homes, residential treatment centers, laboratories, ambulance companies, group practices, Health Maintenance Organizations [HMOs], suppliers of durable medical equipment, pharmacies) must obtain an NPI. The NPI will be used by HIPAA-covered entities (e.g., health plans, health care clearinghouses, and certain health care providers) to identify health care providers in HIPAA standard transactions. A covered health care provider, under HIPAA, is any health care provider who transmits health information in electronic form in connection with a transaction for which the Secretary of Health and Human Services has adopted a standard, even if the health care provider uses a business associate to do so.

All Physicians (http://npino.com/lookup/)
All Dentists (http://npino.com/dentists/)
Hospitals (http://npino.com/hospitals/)
Pharmacies (http://npino.com/pharmacies/)
Tab 10 (opportunity index amenity evidence)

Evidence of grocery store located within 1 mile:

Hay Chihuahua Meat Market
Hay Chihuahua Meat Market (/c/mmnhs2k/hay-chihuahua-meat-market)
12017 Ticonderoga Road
Houston, TX 77044
Phone: ☑️ Show Number ()

Ad
Consolidation Assistance
$5,000 to $125,000 Debt OK. See If You Qualify. See $
texasdebtrelief.org/Free-Quote

Hay Chihuahua Meat Market is a privately held company in Houston, TX and is a Single
Location business.
Categorized under Butchers. Our records show it was established in 2005 and
incorporated in TX. Current estimates show this company has an annual revenue of
205582 and employs a staff of approximately 5.

Featured Content

When Is SEM Right for Your Company? (https://www.manta.com/resources/small-
business-tips SEM-right-company/)
7 Key Components to Boost Your Business Profile (https://www.manta.com/resources/small-
business-advice/7-key-components-boost-business-profile/)
5 Fresh Social Media Content Ideas for Your Small Business (https://www.manta.com/resources/small-
business-advice/5-fresh-social-media-content-ideas-small-business/)

Contact Is this your business? Claim This Profile

Hay Chihuahua Meat Market
Phone: (281) 459-6644
Name: Oscar Vasquez
Job Title: Principal

You May Also Like

Fresh Meat Market - Exceeding Meat Standards
Whole Foods Market® Has The Highest Standards When Choosing Our Meat Selection!
Tab 10 (opportunity index amenity evidence)

Service area for Meals on Wheels
Hello Lily

Attached is the list of all Meals on Wheels that service accordingly to zip code.

Hope this help to determine where to refer any seniors over 60 and homebound for Meals on Wheels.

Thank you,

Rosa Reyes
Direct 713 533-4978

Interfaith Ministries for Greater Houston | A United Way Agency
3303 Main St. | Houston, TX 77002
O: 713-533-4978 |
I: www.imgh.org | rreyes@imgh.org
The Strength of Shared Beliefs
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DADS (713) 692-1635
1 800 458-9858

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Page 4

77546 — 409—2668
77539 Galveston 409—6437 ext. 3553
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APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 10 - Evidence of Underserved Area

Census tract map showing no other tax credit project in the same census tract

The Address "12421 Tidwell Road, Houston, Texas 77044" falls under Tract "48201232302". This tract is for 2013 or 2014.
Tab 10 (Readiness to Proceed)

- Evidence of Zoning
- Equity commitment with evidence of completed due diligence
- Lender application submission with evidence of completed due diligence and financing schedule
- Certification from the Applicant stating that the Applicant will be able to close all financing and fully execute the construction contract on or before October 31, 2018
  - Signed architect contract
- Critical path schedule from the architect with specific anticipated date for each milestone for site development and building permitting from the architect
  - Description from architect of current stage of architect plans
    - Description of timing for property acquisition
      - Executed construction contract
      - Construction contract timeline
- Construction schedule including ground breaking, start of site work, etc.
  - Narrative of Readiness to Proceed Evidence
- Permit Ready plans are submitted to FTP server under separate cover
Tab 10 Readiness to Proceed (continued)

Evidence of Zoning
January 1, 2018

To Whom It May Concern:

SUBJECT: Zoning, Building Codes, and Certificates of Occupancy in Unincorporated Harris County

Zoning:

There is no zoning regulation promulgated or administered by Harris County in the unincorporated area. Harris County does administer regulations pertaining to floodplain management, on-site sewage facilities, driveways, and signs. All development regulations may be viewed on our website: www.eng.hctx.net/permits

Building Codes and Certificates of Occupancy:

Effective 1 January 2006, multi-family dwellings consisting of four (4) or more units became subject to the requirements of the Harris County Fire Code. A Certificate of Compliance is issued prior to occupancy. Commercial and public buildings permitted prior to 1 January 2005 were not subject to any building code; however, after that date, construction of commercial and public buildings became subject to the Harris County Fire Code. A Certificate of Compliance is issued prior to occupancy. The Harris County Fire Code may be viewed on our website.

All residential construction (single family homes and duplexes) permitted in unincorporated Harris County after September 1, 2009 is required to comply with our inspection notification process. The provisions of Subchapter F of Chapter 233 of the Texas Local Government Code, as enacted by the 81st Texas Legislature, require the builder of a residential structure to provide a notice to the County of the date of certain inspections. This notice indicates whether the inspections showed compliance with the version of the International Residential Code that will be used to construct the new residence at the time the permit was obtained. No certificate of occupancy is issued for these residential structures.

You may present this letter to your lender. It is updated annually or as regulations and requirements are amended. If additional information is required beyond the scope of this letter, please contact the Records Section of the Harris County Permits Office at 713-274-3900, fax 713-956-3050 or e-mail records@hcid.org. A fee will be assessed for additional information.

Sincerely,

Jesse Morales, CFM
Manager of Permits
To: Whom It May Concern

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

Effective Date: January 1, 2018

The City of Houston does not have a zoning ordinance. This is the city of Houston’s no zoning letter applicable to any property inside the city of Houston. This does not address any separately filed restrictions that may be applicable to the property. You may use this letter to present to your lender. This letter will be updated on January 1, 2019.

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
Tab 10 Readiness to Proceed (continued)

Loan and Equity commitments with evidence of completed due diligence (also included Citi Bank Financing Schedule)
February 26, 2018

Ms. Cynthia Ford
Dwayne Henson Investment, Inc.
1500 N Post Dale Road, Suite 190
Houston, Texas 77055

RE: Rutherford Park, LP (a to-be formed Texas limited partnership)
Rutherford Park Apartments, Houston, Texas

Dear Cynthia:

Boston Capital ("BC") is pleased to submit a preliminary letter of intent to purchase the federal low income housing tax credits which will be allocated to the above referenced property should the project be successful in receiving a reservation of 2018 tax credits from the Texas Department of Housing and Community Affairs ("TDHCA") in the amount of $1,500,000.

The offer is subject to the terms and conditions outlined herein and changes in market conditions. Please note that this letter is provided on a best efforts basis and BC reserves the right to revise the price as the market dictates and to reevaluate the feasibility of this Transaction. The final terms of any investment will be documented by binding agreements to be entered into at a final closing. BC is aware of the scoring requirement conditions set forth by TDHCA that you have elected under 11.9(c)(8) of the QAP and, at this point, having completed our initial due diligence, BC believes that it should be able to close on or before October 31, 2018.

Based on an annual LIHTC allocation of $1,500,000, capital contributions to the limited partnership would total $13,948,605 payable as follows:

- $2,789,721 (20%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing, (iv) admission of BC, (v) October 31, 2018;
- $9,066,593 (65%) upon the later to occur of (i) Completion Date or (ii) Cost Certification; and
- $2,092,291 (15%) upon the latest to occur of (i) Initial 100% Occupancy, (ii) closing of the permanent loan, (iii) Rental Achievement or (iv) State Designation.

In accordance with the requirements of Section 11.9(c)(8) of the QAP, and in an effort to be prepared to close by October 31, 2018, BC has expedited its review of the following due diligence documents, as applicable.

1. Project Description.
2. Construction/Development Cost Breakdown & Operating Pro-Forma.
3. Construction Schedule.
4. Qualified Lease-Up Schedule.
5. Tax Credit Application.
Ms. Cynthia Ford  
February 26, 2018  
Page 2

8. General Partner Resume.  
10. Market Study.  
11. Site visit.

Please feel free to call me at (617) 624-8877, if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development and to hearing from you.

Sincerely,

[Signature]

Richard D. Mazzocchi  
Vice President, Acquisitions

ACCEPTED ON THE 27th DAY OF February 2018 FOR

Rutherford Park, LP

[Signature]

as General Partner

J. Steve Ford, Manager of  
Rutherford Park GP, LLC
February 26, 2018

Resolution, Inc.
1500 N. Post Oak Drive, Suite 190
Houston, TX 77055
Attn: J. Steve Ford

Re: Preliminary Application for Financing

Program: Multifamily Rental Developments with Rent Restrictions, New Construction and/or Substantial Rehabilitation and/or Term Mortgages – CITI Construction Loan (Construction), Permanent Loan via Freddie Mac (Permanent)

Property: Rutherford Park Family, Houston, TX

Dear Mr. Ford:

Thank you for your interest in Citi Community Capital’s financing programs. This letter offers an opportunity to submit a preliminary application (“Preliminary Application”) for financing to Citibank, N.A. (“CITI”) under the Program referenced above.

Upon CITI’s receipt of (1) a copy of this letter signed to acknowledge the terms and conditions of the proposed financing, including those terms and conditions set forth in the Term Sheet dated February 26, 2018, (“Term Sheet”) attached hereto as Exhibit A; and (2) the Application Fee (as defined in the Term Sheet) in accordance with the instructions in the Check and Wire Instructions attached hereto as Exhibit B, this letter shall constitute a Preliminary Application (“Preliminary Application”) by you (the “Applicant”) to CITI to arrange for a construction loan for the Property under the Program referenced above. The Preliminary Application and Complete Application (as defined below) are collectively referred to herein as the “Application.”

The Preliminary Application shall be deemed a complete application (“Complete Application”) upon receipt by CITI of all of the following:

- An original of this Preliminary Application, executed by Borrower, together with the Application Fee (as defined in the Term Sheet);
- All documentation and information requested in a “CITI Processing” package to be delivered by CITI to Applicant promptly after receipt by CITI of the Preliminary Application including, without limitation, financial statements for Borrower and Guarantor;
- A preliminary title report or title commitment acceptable to CITI;
- An appraisal report acceptable to CITI;
- An environmental report and plan and specification review acceptable to CITI; and
- All additional information or documentation reasonably requested by CITI.

Upon satisfaction of all of the conditions and requirements of the Program, including approval from the appropriate CITI credit committee, the loan applied for will be made by CITI (“Loan”).
In connection with this Application, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Application, and nothing in this Application or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Application. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Application, if you have not already done so.

Terms

The terms of the financing are described in the Term Sheet annexed hereto as Exhibit A and incorporated herein by this reference. All terms used as defined terms but not defined herein shall have the meaning set forth in the Term Sheet.

Exclusivity

CITI and Applicant herein represent and warrant to the other that neither has dealt with any mortgage broker in connection with this financing and agree to indemnify and hold the other harmless against claims brought by brokers with whom they or their representatives have dealt in connection with the financing contemplated hereby.

Applicant agrees that CITI shall have the exclusive right but not the obligation to make a Loan with respect to the Property in accordance with the terms of this Preliminary Application for a period (the “Exclusivity Period”) commencing on the date hereof and concluding on the forty-fifth (45th) day after the date of CITI’s receipt of the Complete Application. Applicant warrants that there is no other signed loan application regarding the Property now pending with any other lender (with the exception of subordinate lenders, if any).

In the event that all approvals necessary for CITI to provide the contemplated financing are not processed by CITI within the Exclusivity Period, Applicant may request that CITI terminate processing of the Application and return any remaining Application Fee unused by CITI. Applicant hereby agrees to send funds to CITI in a sufficient amount to cover any costs CITI has occurred in processing the Application that were not fully covered by the Application Fee. This Application shall thereafter immediately cease to be of any further effect and all obligations hereunder shall terminate without the need for any further action by either party.

Applicant understands and agrees that the Preliminary Application does not, in any manner, constitute a commitment or agreement to make a loan. Any documentation will be forthcoming only after approval of the underwriting by CITI’s credit committee. The financing will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in the Preliminary Application.

If Applicant does not accept this Preliminary Application by signing it and returning it with the Application Fee, it shall automatically expire fifteen (15) days after the date hereof.

This Preliminary Application represents the entire understanding between Applicant and CITI and may only be changed in writing with signatures of both Applicant and CITI.
Thank you for the opportunity to be considered as a source of financing for the Property.

Sincerely,

CITIBANK, N.A.

By: [Signature]

Name: Barry Krinsky

Its: Authorized Signatory

Attachments
- Exhibit A: Term Sheet, dated February 26, 2018
- Exhibit B: Check and Wire Instructions

By signing below, the Applicant acknowledges and agrees to the foregoing terms and conditions of this Preliminary Application, including those in the attached Term Sheet.

By: [Signature]

Name: J. Steve Ford

Title: Manager of Rutherford Park GP, LLC
In connection with any proposed transaction, CITI will be acting solely as a principal and not as your agent, advisor, account manager or fiduciary. CITI has not assumed a fiduciary responsibility with respect to the proposed transaction, and nothing in this or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the proposed transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with any proposed transaction, if you have not already done so.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Preliminary Application is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment. By accepting this Preliminary Application, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any contemplated transaction.

The provision of information in this Preliminary Application is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Preliminary Application is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Preliminary Application should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Preliminary Application does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this Application (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this Preliminary Application regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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EXHIBIT A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

CITI Construction Loan (Construction)
Permanent Loan via Freddie Mac (Permanent)

Rutherford Park Family
February 26, 2018

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

This Term Sheet is an integral part of, and establishes terms, conditions and requirements of, the Preliminary Application dated February 26, 2018 to which it is annexed.

PRELIMINARY LOAN TERMS

Transaction Summary:

Citibank, N.A. (together with its affiliates, “CITI”) proposes to fund a construction and a permanent loan (“Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

There will be two separate phases to the financing. Acquisition, construction and stabilization must be completed during the construction phase (the “Construction Phase”) as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the “Permanent Phase”).

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

During the Construction Phase, the lender will be CITI (the “Construction Lender”) and during the Permanent Phase, the lender will be Freddie Mac (the “Permanent Lender”).

Prior to Construction Phase closing, CITI as Freddie Mac Seller/Servicer, will work with Freddie Mac to provide an unfunded forward commitment (“Forward Commitment”) to purchase the Loan upon Conversion (see below) to the Permanent Phase.
In order to be eligible to convert to the Permanent Phase (the “Conversion”), the Property must meet the Conversion to Permanent Phase Requirements as discussed below.

**Property:**
A to-be-constructed multifamily project containing 114 units located in Houston, TX. The property is commonly referred to as “Rutherford Park Family.” (“Property”)

**Set-Asides:**
9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 32% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, 39% of the units are reserved for individuals or families whose income is no greater than 60% of AMI, and 20% of the units will be market rate.

**Applicant:**
Rutherford Park, LP

**Borrower:**
A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating or partnership agreement must be acceptable to CITI in all respects.

**LIHTC Investor/Syndicator:**
If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership or operating agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.

**Guarantor:**
J. Steve Ford and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

**Subordinate Debt:**
If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

**Loan Security:**
First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

**Construction Phase Recourse Guarantees:**
Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor and Completion and Repayment Guarantees are required from the Borrower and the Guarantor.

**Guarantees, Permanent Phase:**
None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

**Environmental Indemnity:**
Borrower and Guarantor will be liable for CITI and Freddie Mac’s standard environmental indemnity.
Closing: Closing is subject to full satisfaction of CITI and Freddie Mac’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): October 2018

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $14,935,350, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 30 months, plus one 6-month extension. Fees for the extension are indicated below under “Forward Commitment Term Extension Fee.”

Construction Phase Interest Rate: Variable rate equal to one month LIBOR (which shall have a floor of 0.00%) plus a spread of 3.50% (“Construction Phase Interest Rate”). Rate adjusts monthly. Currently, one month LIBOR is trading at approximately 1.63%, for an all-in rate of 5.13%. Pricing is based on current market conditions and is subject to change.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of the Construction Phase Loan principal amount during the Construction Phase, may be made without any prepayment premium.

However, the Freddie Mac Permanent Phase Loan has a mandatory delivery requirement (see below).

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency
of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

**General Contractor and Bonding Requirements:**
The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better. The P&P bond requirement will be waived for this transaction.

**Retainage:**
Construction contract will provide for a minimum retainage of 10% of each construction pay application until 50% completion and 0% withheld thereafter “substantial completion” (as defined in the Loan documents). All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

**PERMANENT PHASE**

**Permanent Phase Loan Amount:**
The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $5,000,000 or such other loan amount supported by CITI and Freddie Mac’s underwriting of the Property at the time of Conversion in accordance with CITI and Freddie Mac’s underwriting requirements including those listed below.

**Term/Amortization:**
15/35 years.

**Yield Maintenance Period:**
14.5 years.

**Permanent Phase Interest Rate:**
Fixed rate equal to the 10-year Treasury yield plus a spread of 2.67%. The aforementioned spread is comprised of a Freddie Mac spread of 2.53% and a CITI servicing fee of 0.14%. Currently, 10-year Treasury is trading at approximately 2.86%, for an all-in rate of 5.53%. There is a floor of 6.00% and the floor rate is currently in place. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

**Conversion to Permanent Phase Requirements:**
Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI and Freddie Mac will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

**Debt Service Coverage:**
A minimum of 1.20 to 1.00.

**Loan-to-Value:**
90%.
Replacement Reserve: Borrower will be required to fund a Replacement Reserve for each of the first ten years following Conversion in a minimum amount determined by a Physical Needs Assessment acceptable to CITI and Freddie Mac, but in a minimum amount of $250/unit/year. Thereafter and until Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI and Freddie Mac.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI and Freddie Mac. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI and Freddie Mac in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI and Freddie Mac in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI and Freddie Mac in its sole discretion.

Social Services: CITI has included the social services in the amount of $18,000 in our proforma for this property.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

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

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

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

FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Origination Fee:</strong></td>
<td>A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.</td>
</tr>
<tr>
<td><strong>Course of Construction Inspections (est):</strong></td>
<td>STBD/monthly report.</td>
</tr>
<tr>
<td><strong>Forward Commitment Term Extension Fee:</strong></td>
<td>Freddie Mac will not charge a fee related to the extension of the Forward Commitment from 30 to 36 months.</td>
</tr>
<tr>
<td><strong>Freddie Mac Non-Refundable Application Fee:</strong></td>
<td>The greater of $3,000 or 0.10% of the Permanent Phase Loan Amount due at execution of the loan application.</td>
</tr>
<tr>
<td><strong>Freddie Mac Refundable Forward Commitment Fee:</strong></td>
<td>A Forward Commitment Deposit Fee equal to 3% of the Permanent Phase Loan Amount is payable to Freddie Mac prior to closing. The Forward Commitment Deposit Fee will be returned no later than thirty (30) days after Conversion or will be retained if the loan does not convert to the Permanent Phase. CITI will fund the Forward Commitment Deposit Fee from Construction Phase Loan proceeds. However, the Borrower is liable for the Forward Commitment Deposit Fee in the event it is forfeited to Freddie Mac.</td>
</tr>
<tr>
<td><strong>Freddie Mac Delivery Assurance Fee:</strong></td>
<td>At closing, the Borrower will be required to sign a non-recourse Delivery Assurance Note secured by a subordinate lien on the Property. The Delivery Assurance Note evidences the mandatory delivery nature of the Forward Commitment. The Delivery Assurance Fee obligations shall be released (i) in the event that the Permanent Phase Loan is delivered to Freddie Mac, or (ii) in the event that the Permanent Phase Loan is not delivered to Freddie Mac on account of (a) the failure of the Project to satisfy the minimum underwriting requirements for Conversion, (b) the failure of CITI to satisfy its Program obligations with respect to the Permanent Phase Loan, or (c) an act of God, including flood, fire, lightening or earthquake, or any explosion, act of a public enemy, war, revolution, governmental restraint, embargo or other cause which is not within the control of Borrower. The Delivery Assurance Note is equal to the greater of 3% of the unpaid principal balance of the maximum Permanent Phase Loan Amount or yield maintenance/loss of bargain, with a maximum of 5%.</td>
</tr>
<tr>
<td><strong>CITI and Freddie Mac Legal Fees (est):</strong></td>
<td>It is estimated that the fees of CITI’s and Freddie Mac’s outside counsel will be approximately $50,000 plus expenses. A portion of the Application Fee will be applied to initial CITI and Freddie Mac counsel fees. Applicant agrees that it shall be responsible for the payment of all legal fees incurred whether or not the Forward Commitment is issued or the transaction closes. Applicant agrees to make a supplemental deposit to cover CITI’s and Freddie Mac’s counsel fees once the drafting of legal documentation commences, if requested. Fees of CITI’s or Freddie Mac’s counsel for work associated with Conversion of the Loan to the Permanent Phase are estimated at approximately $10,000 + expenses.</td>
</tr>
</tbody>
</table>
Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet
Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this term sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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Initial Due Diligence Completed

In accordance with the requirements in Section 11.9( c ) (8) of the QAP, and in an effort to be prepared to close by October 31, 2018 CITI has expedited its review of the following due diligence documents and received Prescreen committee approval (see #9 below).

1. Review of proposed income and expense statements (budget).
2. Review of estimated sources and uses statement.
3. Inspection of proposed site and sub market.
4. Review of CITI’s servicing portfolio to determine comparability of rents and expenses
5. Construction Schedule
6. Review of capitalization rate range based on recent area appraisals.
7. Low-Income Housing Tax Credit Letter of Intent
8. Review of financial information of Sponsor, Borrower and principals of each.
9. CITI’s Prescreen committee approval obtained. CITI’s approval at a Prescreen level allows CITI to issue an executed application which is a firm commitment. Please note (also included in the attached schedule) only one other approval meeting will be held prior to closing which is final committee approval and will happen about a week prior deal closing.
<table>
<thead>
<tr>
<th>Date*</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/22</td>
<td>CITI received borrower’s proposed development package</td>
</tr>
<tr>
<td>1/31</td>
<td>Review of proposed site locations</td>
</tr>
<tr>
<td>2/22</td>
<td>CITI Prescreen package submission to committee members (24 hours prior to meeting)</td>
</tr>
<tr>
<td>2/23</td>
<td>CITI Prescreen Committee Approval</td>
</tr>
<tr>
<td>2/26</td>
<td>CITI Executed Application Issued</td>
</tr>
<tr>
<td>March-July</td>
<td>Review continued due diligence</td>
</tr>
<tr>
<td>7/26</td>
<td>9% Tax Credits Awarded (TBD)</td>
</tr>
<tr>
<td>7/27</td>
<td>Engage Appraisal (don’t want to engage prior to tax credit award because the useful life for CITI will expire)</td>
</tr>
<tr>
<td>7/27</td>
<td>Engage Plan and Cost Review (don’t want to engage prior to tax credit award because the useful life for CITI will expire)</td>
</tr>
<tr>
<td>7/27</td>
<td>Begin Review of Phase I</td>
</tr>
<tr>
<td>8/17</td>
<td>Appraisal Received</td>
</tr>
<tr>
<td>8/17</td>
<td>Plan and Cost Review Received</td>
</tr>
<tr>
<td>8/24</td>
<td>Appraisal Review Complete</td>
</tr>
<tr>
<td>8/28</td>
<td>Plan and Cost Review Complete</td>
</tr>
<tr>
<td>8/22</td>
<td>First set of loan documents circulated</td>
</tr>
<tr>
<td>9/15</td>
<td>Second set of loan documents circulated</td>
</tr>
<tr>
<td>10/4</td>
<td>CITI final committee approval package submitted (24 hours prior to meeting)</td>
</tr>
<tr>
<td>10/5</td>
<td>CITI final committee approval</td>
</tr>
<tr>
<td>10/5</td>
<td>Funding Lender Rate Lock</td>
</tr>
<tr>
<td>10/10</td>
<td>Closing and Funding</td>
</tr>
</tbody>
</table>

*Dates are estimates*
Tab 10 Readiness to Proceed (continued)

Owner Certification regarding readiness to proceed in disaster impacted county
Self-Certification Regarding Readiness to Proceed in Disaster Impacted Counties

(§11.9(c)(8))

Rutherford Park, LP the applicant of the proposed Rutherford Park, located in the 13500 block of Tidwell (NEC of Tidwell and CE King Pkwy) Houston ETJ, in the disaster impacted county of Harris. The applicant seeks five points under (§11.9(c)(8)) of the QAP and hereby certify that based on the evidence submitted in the application and upon receiving a tax credit award, the applicant will be able to close all financing and fully execute the construction contract on or before October 31, 2018.

Date: February 23, 2018

Rutherford Park, LP (a to-be formed Texas limited partnership)
By: Rutherford Park GP, LLC, (a to-be formed Texas limited liability company), its GP

By:
Name: J. Steve Ford
Title: Manager
Tab 10 Readiness to Proceed (continued)

Architect Contract
CONSTRUCTION DOCUMENTS FEE PROPOSAL

Rutherford Park

Steve Ford
Resolution Inc.
1500 N. Post Oak Dr., #190
Houston, TX 77055

Job No. 1762
February 28, 2018

Dear Steve:

Thank you for the opportunity to design this exciting Low Income Housing Tax Credit Project for this year’s round. We hope you will be successful in receiving an award this July, and are prepared to take the next step when you give us the approval to do so. Based on our discussions together and the Tax Credit Drawings, we propose the following services for the Construction Documentation of the above project:

Scope Of Services

1. Design of 114 unit family apartment project, in 3 story buildings with single stair breezeways.
2. Design of 15 unique one, two, and three bedroom unit types.
3. Design of handicap accessible units for each of the above types, with associated parking.
4. Design of site plan including landscaped courtyard with pool, Grille House, carports, and detached garages.
5. Design of new +/- 4,500 s.f. Amenity Center including all interior detailing.
6. Design of interior breezeways, and stairwells.
7. Design of entire project exterior of brick and hardiplank siding veneer.
8. Coordination with Owner’s Civil Engineer.
9. Provision of all Structural and Mechanical/Electrical/Plumbing Engineering for this project as part of this design fee.
11. Construction administration as requested, to include monthly site inspections and review of submittals.

Guaranteed Maximum Fee Explanation

The fees below shall constitute a worst-case scenario for the project, assuming Owner revisions at various stages prior to completion of final documents, and comprehensive documentation for competitive bids and proper construction. If we complete the project in fewer hours, you shall be invoiced strictly for the hours incurred. Savings in time will be passed on completely to you, in an effort to minimize our design fees, while providing you a thorough and unique design. The following
revisions that cannot be accommodated within our budgeted fees will be invoiced as additional expenses: significant changes to the project’s size, complexity, quality, budget, Owner’s schedule, method of bidding, or method of construction, including revisions inconsistent with Owner’s previous approvals or instruction.

Estimate Of Fees

ARCHITECTURAL:

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Detailing</td>
<td>55.00</td>
<td></td>
</tr>
<tr>
<td>Consultation</td>
<td>6.00</td>
<td></td>
</tr>
<tr>
<td>Total Principal Fees</td>
<td>61.00</td>
<td>$190,980.00</td>
</tr>
</tbody>
</table>

Staff Documentation/Detailing | 1350.00 hrs. | @ $110.00 | $159,480.00 |

Total Architectural Design Fees | $159,480.00 |

STRUCTURAL ENGINEERING:

Construction Documents by Gerry Wynne, Big Red Dog | $17,500.00 |

MEP ENGINEERING:

Construction Documents by Jair Vasquez, HGE Engineers | $14,000.00 |

Total Construction Documents Design Fees | $190,980.00 |

CONSTRUCTION ADMINISTRATION (estimate) | $ 15,000.00 |

Additional Services

The following are additional services, and shall be billed monthly as they occur, at the above hourly rates:

1. Revisions to Construction Documents inconsistent with the Owner’s previous approvals or instructions, including revision of the Owner’s program or project budget.
2. Revisions to Construction Documents required by Building Code or Law changes subsequent to the preparation of the Construction Documents.
3. Additional design services required by significant changes of the project’s size, complexity, or quality; Owner’s schedule; method of bidding or negotiation; or method of construction.
4. Preparation of documents resulting from Change Orders, substitutions by the Contractor, replacement of damaged work, default of the Contractor, or defects in his work.
5. Provision of services for a public hearing, arbitration, or legal proceeding except where the Architect is a party thereto.
6. Preparation of documents for alternate, separate, or sequential bids or construction, prior to the completion of the Construction Document phase.
7. Preparation of As-Built Drawings based on information from the Contractor.

Construction Administration

During the construction of the project, our firm is prepared to perform Architectural Construction Administrative services at the above hourly rates, in addition to the design fees listed. Those services may include but are not limited to the following:

1. Construction visits during the period of construction, or compliance visits for items on the Punch List, required due to non-performance of the Contractor.
2. Periodic observation for percentage completion of construction elements for Certification Of Payment (Draw Requests) to the Contractor. If this is required, the Architect will not make exhaustive or continuous on-site inspections.

Mark S. Mucasey, A.I.A.
Principal

4808 Gibson St., Suite 200 Houston, Texas 77007
Tel. (713)521-1233 Fax (713)520-1904
E-mail: office@mucaseyarchitects.com

Will Cummings, Sr. Associate
Paul Titterington, Sr. Associate
David Howland, Sr. Associate
observations to check the quality and quantity of work, and will not review requisitions from the Subcontractors or suppliers, or other data requested by the Owner to substantiate the Contractor’s right to payment, and will not ascertain how or for what purpose the Contractor has used money previously paid on the Contract Sum account.

3. Review of Shop Drawings and Materials Submittals. The Contractor is responsible for the accuracy and completion of other details such as dimensions, quantities, safety precautions, methods, or the provision of an entire assembly of which the submittal is a single component.

4. Review and certification of Change Orders requested by the Owner.

5. Interior or exterior color selections, unless referenced in the Scope of Services.

6. Revisions to the Construction Documents required by Building Code or Law revisions subsequent to the completion of the Construction Documents.

7. Documentation or observation resulting from Change Orders, Contractor default or substitutions, or replacement of damaged or defective work.

8. Services in dispute settlements between the Owner and Contractor, public hearings, arbitrations, etc., to which the Architect is not a party.

9. Preparation of as-built drawings (typically the responsibility of the Contractor).

Reimbursable Expenses

The following are reimbursable expenses in addition to basic design services, and shall be billed monthly as they occur:

1. Travel expenses for out-of-town visits.
2. Long-distance communications.
3. Permit and Plan Submittal Fees.
4. Deliveries, reproduction expenses, computer plots, and postage/handling of documents.
5. Models, renderings, or promotional versions of this project.

Items Provided By Owner To Architect

The following items shall be provided by the Owner to the Architect:

1. A current Property Survey of the site showing existing improvements, easements, utilities, topography, and trees impacting the design.
2. Subdivision Deed Restrictions that apply to the site.
3. Soils Test of the site as the basis for the Foundation Design by the Structural Engineer.
4. The program for the project including all specific needs and accommodations desired, sizes of particular spaces if critical, data on equipment and furniture to be incorporated into the design, and the desired look or feel of the project, including references to pictures or existing buildings/interiors.
5. Estimate of the construction budget per square foot or lump-sum. The Architect shall not estimate or guarantee costs of construction, but may coordinate with a Contractor for purposes of cost estimation for the Owner.
6. Replatting, grading/drainage plans, or easement revisions (typically by Civil Engineer).

Invoicing Procedures

Invoices are billed at the end of each month, for the hours, printing, engineering, and additional expenses incurred during that month. Invoices are payable by the 15th of the following month.

Liability For Construction Defects

All construction services by the Architect shall consist of periodic observation of the Work, and not of exhaustive inspections or coordination of the Contractor’s efforts. The Contractor shall, by commencing the Work, acknowledge his understanding of the plans and specifications, and shall accept full responsibility for proper construction means, methods, and techniques. Having not advised the Architect in writing of potential problems with details as drawn that may require modification by the Architect, the Contractor accepts the full responsibility for achieving the proper design, and meeting local building codes, and shall, at his expenses, repair any resultant leaks, cracks, or other defects that shall be considered “construction defects” and not “design defects.” The periodic observations of the project by the Architect shall not relieve the Contractor of his full responsibility for proper execution of the proposed design. The Architect shall not be liable for the Contractor’s improper
Ownership Of The Documents

All documents prepared by the Architect are instruments of his service for use solely for this project. The Architect retains all rights including copyright to the documents. The Owner may retain copies for use with regard to this project. These documents shall not be used by anyone on other projects, additions to this project, or completion of this project, except with the approval and compensation of the Architect. The Architect shall retain the right to include representations of this project's design, including photographs, in his promotional materials, not to include the Owner's confidential information (if so advised).

Suspension And Termination Of This Contract

If this project is suspended for more than thirty days by the Owner, the Architect shall be compensated for all work to date. When the project is resumed, the Architect shall be reimbursed for all costs incurred in the interruption and resumption of service. Should the project be terminated for any reason prior to completion of construction, the Architect shall be paid for all work and expenses up to the point of termination. The final invoice shall be payable upon receipt, subject to overdue charges above normal invoices.

Miscellaneous Provisions

1. This agreement shall be governed by the law in the place of business of the Architect—Houston, Harris County, Texas.
2. The Architect or his consultants shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials on this project.
3. The Owner shall allow the Architect to display his own job-site sign, or shall incorporate the Architect's information on the project signage.
4. The Architect shall retain the right to include representations of the design of this project, including as-built photographs, in his promotional materials, not to include the Owner's confidential information as advised.

Our firm is proud to provide an emphasis on unique and quality-conscious design and detailing. Our principal and senior associates maintain a direct involvement with the client from conception to completion of construction on our projects. We strive to maximize the use of space while minimizing the construction cost. We are focused on marketing and image as related to the architectural design of the project, and will strive to achieve the desired look and feel that you request. I appreciate the opportunity to submit this proposal, and look forward to working with you. Please contact me with any questions.

Very truly yours,

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

Mark S. Mucasey, A.I.A.
Principal

4808 Gibson St., Suite 200  Houston, Texas 77007
Tel. (713)521-1233  Fax (713)520-1904
E-mail: office@mucaseyarchitects.com

Will Cummings, Sr. Associate
Paul Titterington, Sr. Associate
David Howland, Sr. Associate

By: Rutherford Park GP, LLC

Rutherford Park, LP

Accepted

J. Steve Ford
Manager

/\2/6/18
Day
Tab 10 Readiness to Proceed (continued)

Architect statement regarding critical path schedule with specific anticipated date for each milestone for site development and building permitting
CRITICAL PATH SCHEDULE: Site Development/Bldg. Permit
Project Architect: Mucasey & Associates, Architects
Project Name: Rutherford Park
Date: March 1, 2018

Architectural Plans complete as of March 1, 2018, and submitted to TDHCA

March 8
Submit Architectural autocad backgrounds to civil engineer, structural engineer, and MEP engineer to initiate engineering design. Initiate platting procedure if required, and preliminary flood control and county engineering reviews

March 8-22
Initiate Soils Testing to enable foundation design and production of Geotechnical Report

March 8-June 5
Completion of Civil Engineering, Structural Engineering, and MEP Engineering for Permit Submittal, completion of Fire Code Review Sheets for Harris County Permit Submittal

June 5-15
Coordination of Architectural and Engineering Drawings for Permit Submittal

June 16
Submittal for Permit in Harris County

June 16-October 15
Resolution of all Permit Comments and Issuance of County Permit, to include recordation of Plat if required, and payment of all permit fees, water and wastewater/storm fees

October 16-30
Close on property

October 31
Begin mobilization and construction

Submitted by:

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects
Architect Of Record

Date
2/26/18
Tab 10 Readiness to Proceed (continued)

Architect statement regarding the current stage of architectural plans
CURRENT STAGE OF ARCHITECTURAL DRAWINGS

Project Architect: Mucasey & Associates, Architects
Project Name: Rutherford Park

Architectural Permit Documents produced in Autocad are complete for Permit Submittal including:

- Building Code Analysis
- List Of Drawings
- Site Plan including parking, driveways, sidewalks, fencing and gates, pool and hardscapes, dumpsters and enclosures, monument signage, and all site details.
- Grille House floor plan with dimensions and annotation.
- Grille House roof plan with slopes and roofing details.
- Grille House exterior elevations and sections with dimensions and annotation.
- Detached Garage Building floor plans with dimensions and annotation.
- Detached Garage Building roof plans with slopes and roofing details.
- Detached Garage Building exterior elevations and sections with dimensions and annotation.
- Typical Unit dimensioned floor plans with notes, window, and door targets.
- Building floor plans with dimensions, including details of firewalls, stairwells, doorways, entry breezeways.
- Enlarged Stair plans with dimensions and annotation.
- Exterior elevations with annotation and critical dimensions.
- Interior dimensioned elevations of all unit types including cabinetry, finishes, counters, and appliances.
- Stair sections dimensioned with annotation.
- Wall sections dimensioned with annotation of party walls, firewalls, exterior walls, balcony sections, and roof sections to fully document the design.
- Plan and section details dimensioned with annotation, fully explaining the construction detailing including flashing, waterproofing, and finishes.
- Complete Door and Window Schedule for units, buildings, amenities, and out-buildings/garages.
- Complete Room Finish Schedules for units, buildings, and amenities.
- Amenity Center floor plan dimensioned with notes, window, and door targets.
- Amenity Center interior/exterior building sections with interior dimensions and annotation.
- Fire Assemblies Details.
- Fair Housing Details.
- ADA and TAS Details.

Preliminary Structural Design complete by Architect including design of building technology as shown in details and sections of the Architectural Permit Documents.

Preliminary Mechanical/Electrical Design by Architect including meter bank locations, condensing unit locations at all buildings, air-conditioning closet locations, hot water heater locations, and appliance locations as shown in plans and details of the Architectural Permit Documents.

The completed Architectural Permit Documents will enable the civil, structural, and MEP engineers to immediately begin their individual engineering packages that will expedite the completion of the full Building Permit package without further setup or delay.

Submitted by:

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects
Architect Of Record

2/26/18
Date
Tab 10 Readiness to Proceed (continued)

Description of timing for property acquisition
Rutherford Park – TDHCA #18159

Description of Timing for Property Acquisition

December 22, 2017 – Original land contract executed
March 1, 2018 – Completion of Feasibility Study
March 1, 2018 – Completion Phase I Environmental Assessment
April 22, 2018 – Expiration of Inspection Period
September 15, 2018 – Additional Earnest Money Deposit
September 1, 2018 – October 15, 2018 – Receive building permit
October 16, 2018 – October 31, 2018 – Close on land
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Tab 10 Readiness to Proceed (continued)

Construction Contract
CONSTRUCTION CONTRACT BETWEEN
OWNER AND CONTRACTOR

This Contract, dated as of February 26, 2018 is between RUTHERFORD PARK CONTRACTORS, LLC, a Texas corporation (“Contractor”) and RUTHERFORD PARK, LP, a Texas limited partnership (“Owner”).

Owner and Contractor agree as follows:

1. The Work; Specifications. Owner hereby retains Contractor to supply or perform the work (“Work”) described as follows:

   (a) General Description
   A general description of the work to be performed is described in Exhibit “A” attached hereto.

   (b) Address or description of property where the Work is to be performed:
   Construction of a 114-unit apartment project located in the 12300 block of Tidwell (NEC of Tidwell and C E King Pkwy), Houston, Harris County, Texas 77044.

   (c) The Specifications respecting the Work are attached hereto as Exhibit ”A” and incorporated herein by reference.

2. Commencement and Substantial Completion. Subject to the terms and conditions herein set forth, the Work shall be commenced within fifteen (15) days after the closing by Owner on a construction loan, and the Substantial Completion (as hereinafter defined) of such Work shall be achieved no later than twelve (12) months after commencement.

3. Work Budget. Attached hereto as Exhibit “B” and incorporated herein by reference is a schedule or list setting forth all costs of the Work and the agreed draw schedule.

4. Payment for the Work. Owner shall pay Contractor the following amount:

   The aggregate Contract Price (herein so called) equal to eleven million, seven hundred forty-nine thousand, thirty-four and NO/100 Dollars ($11,749,034.00), which Contract Price is the total sum due and payable to Contractor for the Work and all costs and expenses associated therewith, unless otherwise provided herein, same to be paid in draws in accordance with Exhibit “B” hereto. Provided that an application for payment, with any supporting documentation, is received by the Owner not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Tenth (10th) day of the following month. If an application for payment is received by the Owner after
the twenty-fifth (25th) day of a month, payment shall be made on or before the Tenth (10th) day of the second following month.

5. **Progress Payments.** Contractor shall deliver to owner an Application for Payment upon completion of each segment of the Work as set out in the draw schedule attached as Exhibit “B”.

6. **Final Payment.** Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by Owner to the Contractor when the Work has been fully performed by the Contractor and the Owner’s or any lender’s architect has certified that the Work is completed (if any architect is involved).

7. **Retainage.** Notwithstanding anything contained herein to the contrary, the following sums shall be retained until thirty (30) days after the final completion of the Work, as certified by the Owner’s or any lender’s architect (if any architect is involved).

(a) Ten Percent (10%) of all sums due and payable to sub-contractors for any portion of the Work performed by such sub-contractors, except as otherwise subsequently agreed in writing by Owner and Contractor.

8. **Terms and Conditions.** The general terms and conditions of this Contract are attached hereto and incorporated herein and made a part hereof by reference for all purposes.

**OWNER:**

Rutherford Park, LP

By: Rutherford Park GP, LLC
    Managing General Partner

By: [Signature]

J. Steve Ford, Manager of
Rutherford Park GP, LLC

**CONTRACTOR:**

Rutherford Park Contractors, LLC

By: [Signature]

J. Steve Ford, Manager
Exhibit A

GENERAL TERMS AND CONDITIONS

1. **Substantial Completion.** As used herein, “Substantial Completion” means sufficient completion or performance of Work so that the Owner can occupy or utilize the improvements constructed pursuant hereto for the use for which such improvements are intended, with only minor or insubstantial finish-out items (which can be completed in less than thirty (30) days) to be done. It Contractor is delayed at any time in the progress of Work by (i) any act or neglect of Owner or any employee, agent other contractor or other party employed, engaged or contracting with Owner, (ii) changes ordered in the Work, (iii) labor disputed, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or (iv) any other causes beyond Contractor’s control, then the date of commencement and/or the date by which Substantial Completion shall be accomplished shall be extended by the number of days Contractor is so delayed in such progress and by such additional time for start-up after such delay as may reasonably be needed. After the substantial completion of the Substantial Completion of the Work, the Contractor will promptly notify the Owner thereof, and Owner and Contractor will arrange for a “walk-thru” of the Work site, and together will create a “punch-list” of the remaining minor and insubstantial finish-out items which need to be done in order for final completion to occur. Contractor shall promptly complete such items, which items shall be completed within thirty (30) days after the date of Substantial Completion.

2. **Certain Rights, Responsibilities and Obligations of Contractor Respecting the Work.**

   2.1 **Miscellaneous Provisions Respecting the Work.**

   (a) The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. Unless otherwise provided herein, Contractor shall have sole control and charge of construction timing, means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

   (b) Contractor will comply with all laws, ordinances, rules, regulations and orders of all public authorities bearing on the performance of the Work; however, it is not the responsibility of the Contractor to make certain that the Specifications respecting the Work are in accordance with applicable public authorities.

   2.2 **Subcontracting.**

   (a) All portions of the Work that Contractor does not directly perform or provide shall be performed or provided under contracts (herein collectively call “Subcontracts” and singly called a “Subcontract”) with persons or entities (herein collectively called “Subcontractors” and singly called “Subcontractor”) who have agreed, either directly with Contractor or indirectly with Contractor through a Subcontractor with another Subcontractor, to provide such portion of the Work.

   (b) Unless otherwise provided herein, or unless Owner has a reasonable objection to any
sub-contractor (in which case such sub-contractor shall not be utilized), all decisions and
determinations respecting (i) which portions of the Work are to be performed or provided
by Subcontractors, (ii) the choice of Subcontractors to perform any portion of the Work,
and (iii) the terms and provisions of all Subcontracts shall be determined by the
Contractor.

3. Payment for the Work.

3.1 Contract Price. Contract Price is the total amount payable by the Owner to the
Contractor for performance of the Work under this Contract.

3.2 Payments.

(a) Except as otherwise provided herein, if Owner should Fail to pay Contractor at the
time payment of any amount becomes due, then Contractor may, if such payment is not
paid within ten (10) days after written notice is given to Owner, stop the Work until
payment of the amount owing has been received. The time by which Substantial
Completion shall be achieved shall be extended by the amount of time of any such shut
don of the Work and a reasonable time as necessary to start up the Work.

(b) The Owner may withhold any payment requested under an application for payment
from the Contractor for the following reasons:

(i) The work has not progressed to the point indicated in the application for payment;

(ii) The quality of the Work is not in accordance with this Contract;

(iii) Defective Work has not been remedied;

(iv) Third party claims have been filed or reasonable evidence indicate probable
filling of such claims;

(v) Failure of the Contractor to make payments properly to sub-contractors or for
labor, materials or equipment;

(vi) Reasonable evidence has arisen that the Work cannot be completed for the unpaid
balance of the Contract Price;

(vii) The Contractor has caused damage to the Owner or another contractor involved
with the Work;

(viii) Reasonable evidence has arisen that the Work will not be completed within the
required time period, and the unpaid balance of the Contract Price will not be
adequate to cover the actual damages for the anticipated delay; or

(ix) Contractor’s persistent failure to carry out the Work in accordance with this
Contract.
(c) Any Payment due by one party to the other pursuant to this Contract, which remains unpaid after ten (10) days from the date such payment is due, shall bear interest, commencing on such tenth (10th) day, at the rate of ten percent (10%) per annum, until paid.

4. Changes in Work. Owner, without invalidating the Contract, may order changes in the Work within the general scope of this Contract, and the time for accomplishment of Substantial Completion and the Contract Price will be reasonably adjusted accordingly. Any such change in Work shall be authorized by a Change Order (herein so called), signed by Owner and Contractor. Should concealed conditions be encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in the existing structure be at variance with the conditions indicated by this Contract, furnished information or should there be unknown physical conditions below the surface of the ground, or should there be concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract Price and the time for accomplishment of Substantial Completion shall be equitably adjusted by Change Order.

5. Insurance.

5.1 Contractor’s Liability Insurance. Contractor shall purchase and maintain, as part of the Contract Price, such insurance, including worker’s compensation, employee disability, injury or death, personal injury, property damage (other than to the Work itself), and motor vehicle ownership, maintenance and operation insurance, as is reasonably required by Owner, and such insurance as will protect Contractor and Owner from claims which may rise out of or result from Contractor’s operations under this Contract. Such insurance shall be written by such company(s) and for such limits as Owner shall deem reasonably appropriate and shall name Owner as an additional insured. Certificates of insurance showing such coverage to be in force shall be delivered to the Owner prior to the commencement of the Work.

5.2 Owner’s Liability Insurance. Owner shall be responsible for purchasing and maintaining Owner’s usual liability insurance, and, at Owner’s option, Owner may purchase and maintain such insurance as will protect Owner against claims which may arise from operations under this Contract.

5.3 Builder’s Risk Insurance. Contractor shall also purchase and maintain, as part of the Contract Price, all-risk builder’s risk insurance upon the entire Work, for 100% of the full replacement cost value thereof, which policy shall include the interest of the Owner as additional insured. Such policy will be on an “all risk” basis for physical loss or damage, including without limitation, fire, flood, earthquake, subsidence, hail, theft, vandalism and malicious mischief, and shall include coverage for portions of the Work while it is stored off the site or is in transit. Insurance shall be written by such company(s) as Owner shall deem reasonably appropriate.

5.4 Waiver of Subrogation. Owner and Contractor waive all rights against each other and an Subcontractors for damages caused by perils covered by insurance provided for hereunder.
6. **Termination of this Contract.**

6.1 **Termination by the Contractor.** If the Work is stopped for a period of thirty (30) days through no act or fault of Contractor or any sub-contractor, supplier or laborer, or if the Work should be stopped for a period of thirty (30) days by the Contractor for Owner’s failure to make payments as required herein, then Contractor may terminate this Contract and recover from Owner payment for all Work executed, the portion of the Contractor’s Fee, if applicable, earned to date, and for any proven loss sustained upon any materials, equipment, tools and machinery, including reasonable profit and damages.

6.2 **Termination by Owner.** If Contractor (i) is adjudged bankrupt, makes a general assignment for the benefit of Contractor’s creditors, or if a receiver is appointed on account of Contractor’s insolvency, (ii) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, (iii) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper material, (iv) fails to make payment to subcontractors for materials or labor in accordance with the respected agreements between the Contractor and the sub-contractors, or (v) otherwise is guilty of a substantial violation of a provision of this Contract, then the Owner may, after giving the Contractor ten (10) days written notice, during which period Contractor fails to cure the violation, terminate the employment of the Contractor and take possession of the site and may finish the Work by whatever reasonable method Owner may deem expedient. When the Owner terminates the Contract for one of the foregoing reasons, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for the architect’s services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner upon demand. The provisions of this section shall survive the termination of this Contract.

6.3 **Owner’s Right to Stop and/or Carry Out the Work.** If the Contractor fails to correct work which is not in accordance with the requirements of this Contract or persistently fails to carry out Work in accordance with this Contract, the Owner may order the Contractor to stop the Work or any portion thereof, until the cost for such order has been eliminated. If the Contractor defaults or neglects to carry out the Work in accordance with this Contract and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting the payment then or thereafter due the Contractor the cost of correcting such deficiencies. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

7. **Arbitration.** Any controversy or claim arising out of or related to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof. A party who files a notice of demand for arbitration must assert in the demand all claims then
known to that party on which the arbitration is demanded. When a party fails to include a claim through oversight, inadvertent or excusable neglect, or when a claim is matured or been acquired subsequently, the arbitrators may permit amendment. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof. Venue for any arbitration shall be in Fort Bend County, Texas.

8. Miscellaneous.

8.1. Governing Law. This Contract shall be governed by the laws of the State of Texas.

8.2. Authority. Each Person executing this Contract on behalf of or as a party hereto warrants and represents to the other party hereto that such person is fully authorized to do so as or on behalf of and as the act and deed of such party.

8.3. Entire Agreement. This Contract constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

8.4. Severability/Counterparts. If any clause or other portion of this Contract shall be declared unenforceable, invalid or illegal, the remaining clauses and portions shall not be affected thereby. This Contract may be executed in multiple counterparts.
## (2). Site Work (New Construction Cost)

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Cost per Sq. Ft.</th>
<th>Cost per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clearing, Leveling Land, Fill dirt, Detention</td>
<td>205,200</td>
<td>1.87</td>
<td>1,800</td>
</tr>
<tr>
<td>2. Concrete Streets, Approaches, Curbs, &amp; Stops</td>
<td>399,000</td>
<td>3.63</td>
<td>3,500</td>
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<td>3. Landscaping:</td>
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<tr>
<td>Fill Dirt, Mulch &amp; Grading</td>
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<tr>
<td>Shrubs, Fine Grading, Grass &amp; Sprinkler System</td>
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<td>4. Fencing - Perimeter</td>
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<td>5. Sidewalks</td>
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<td>550</td>
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<td>6. Storm Sewers &amp; Drains</td>
<td>285,000</td>
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<td>7. Detention (Harris County Flood Fee)</td>
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<td>8. Striping Parking Lot</td>
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<td>0.10</td>
<td>100</td>
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<td>9. Plumbing Underground (Sanitary Sewer, Domestic Water, Fire Mains)</td>
<td>228,000</td>
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<td>2,000</td>
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<td>10. Water Meter</td>
<td>14,250</td>
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<td>11. Water / Sanitary Sewer Tap Fees</td>
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<td>12. Playground Equipment</td>
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<td>13. Pool, Decking, &amp; Furniture</td>
<td>142,500</td>
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<td>14. Security Gate System</td>
<td>42,750</td>
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<td>375</td>
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<td>15. Telephone Conduits</td>
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<tr>
<td><strong>Total Site Work</strong></td>
<td>1,747,050</td>
<td>15.91</td>
<td>15,325</td>
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## (3). New Construction Hard Cost

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<th>Description</th>
<th>Budget</th>
<th>Cost per Sq. Ft.</th>
<th>Cost per Unit</th>
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<tbody>
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<td>1. City, State, County, and Government Charges: (in site work and other project costs)</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
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<tr>
<td>2. Air Conditioning and Heating (Brand name - Trane or equal), Includes bath fan w/ venting and venting of dryer &amp; AC access doors</td>
<td>364,800</td>
<td>3.32</td>
<td>3,200</td>
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<td>3. Appliances (Brand name - GE or equal, except as indicated, includes sales tax)</td>
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<tr>
<td>Ranges &amp; Ovens w/microwave</td>
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<td></td>
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</tr>
<tr>
<td>Refrigerators 17 cu. ft., w/ ice maker</td>
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<td></td>
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<tr>
<td>Dishwashers</td>
<td>0</td>
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<tr>
<td>Range Hoods w / Microwaves</td>
<td>0</td>
<td></td>
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<tr>
<td>Disposals</td>
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<tr>
<td>Fans - Bath (In A/C)</td>
<td>0</td>
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<tr>
<td>Other</td>
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<td><strong>Total Appliances</strong></td>
<td>353,400</td>
<td>3.22</td>
<td>3,100</td>
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<tr>
<td>4. Balcony Waterproofing, Lightweight Concrete, &amp; Gypcrete</td>
<td>205,200</td>
<td>1.87</td>
<td>1,800</td>
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<tr>
<td>5. Burglar Alarms &amp; Cable (Wiring only)</td>
<td>11,400</td>
<td>0.10</td>
<td>100</td>
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<td>6. Building Specialties</td>
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<td>Address Numbers</td>
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<td>Door Stops</td>
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<tr>
<td>Chimes, Knockers, or Bells</td>
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<tr>
<td>Finish Hardware</td>
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</tr>
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<td>Mail Boxes</td>
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<tr>
<td>Medicine Cabinets</td>
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<td>Metal Shelving</td>
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<tr>
<td>Mirrors &amp; Mirror By-pass Doors</td>
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<tr>
<td>T.P. Holders, Towel Bars, Shower Rods, &amp; Soap Dishes</td>
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</tr>
<tr>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Rate</td>
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<td>Smoke Detectors</td>
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<td>Other</td>
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<td></td>
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<td>165,300</td>
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<td>7. Carpet &amp; Vinyl Tile</td>
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<td>8. Carpenter</td>
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<td>Rough</td>
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<tr>
<td>Other</td>
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<tr>
<td></td>
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<td>798,000</td>
<td>7.27</td>
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<tr>
<td>9. Ceramic Tile</td>
<td>102,600</td>
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<td>0.93</td>
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<tr>
<td>10. Ceiling Fans (L &amp; M)</td>
<td>22,800</td>
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<td>0.21</td>
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<tr>
<td>11. Cabinets, Vanities &amp; Formica Tops (Kitchens &amp; Baths)</td>
<td>342,000</td>
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<td>3.12</td>
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<tr>
<td>12. Carports / Detached Garages</td>
<td>125,400</td>
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<td>1.14</td>
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<tr>
<td>13. Decorator</td>
<td>37,620</td>
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<td>0.34</td>
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<tr>
<td>14. Equipment Rental</td>
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<tr>
<td>15. Electrical (L &amp; M)</td>
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<td>5.40</td>
</tr>
<tr>
<td>16. Exterminating</td>
<td>6,840</td>
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<td>0.06</td>
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<tr>
<td>17. Elevators (sumps etc)</td>
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<td>Components &amp; Beams</td>
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<td>27. Mirrors (in Building Specialties)</td>
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<td>28. Masonry, Stucco, and Exterior Siding (L&amp;M)</td>
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<td>29. Patio Fences (In Balcony Rails)</td>
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<td>30. Painting - Int. &amp; Ext.</td>
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<td>31. Plumbing-interior (includes ind. water heaters, fixtures, icemaker lines &amp; individual meters)</td>
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<td>31A. Plumbing-underground (sanitary sewer, water lines, fire protection)</td>
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<td>0.00</td>
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<td>31B. Plumbing-sub-meters</td>
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<td>0.26</td>
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<tr>
<td>31C. Plumbing-Fire sprinkler system</td>
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<td>1.97</td>
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<td>31D. Plumbing-Fire Alarms</td>
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<td>0.47</td>
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<td>32. Punch-out Labor</td>
<td>48,450</td>
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<td>0.44</td>
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</table>
33. Reglazing (Glass replacement) | 0 | 0.00 | 0  
34. Roofs (25 Year Roof):  
  Fiberglass Shingles (L&M) | 0 |  |  
  Felt | 0 |  |  
  Edge Metal, Tin Caps, Cement | 0 |  |  
  Nails, Valley Iron, Ridge Vents | 0 |  |  
  Etc. | 0 |  |  
  Other (Specify) | 0 |  |  
  | 228,000 | 2.08 | 2,000  
35. Recreational Facilities: (does not include buildings)  
  Carpet & Floors | 0 |  |  
  Blinds & Drapes | 0 |  |  
  Furnishings | 0 |  |  
  Exercise Equipment | 0 |  |  
  Swimming Pool/Apron (1pool) | 0 |  |  
  Playground Equipment | 0 |  |  
  Swimming Pool Furniture | 0 |  |  
  Swimming Pool Fence | 0 |  |  
  Grills & Gazebo | 0 |  |  
  Fire Place, Sound System & Bus Canopy | 0 |  |  
  Other (specify buildings not in other costs) | 0 |  |  
  | 250,800 | 2.28 | 2,200  
36. Steel Stairs & Balconies | 68,400 | 0.62 | 600  
37. Security | 0 | 0.00 | 0  
38. Sheetmetal, Flashing, Etc (In Roofs) | 0 | 0.00 | 0  
39. Sheetrock (L & M) | 478,800 | 4.36 | 4,200  
39a Signage | 34,200 | 0.31 | 300  
40. Small Tools & Supplies (in Gen. Requirements) | 0 | 0.00 | 0  
41. Supervision | 114,000 | 1.04 | 1,000  
42. Telephone & Utilities during construction (in Gen. Requirements) | 17,100 | 0.16 | 150  
43. Trash Hauling & Rough Cleaning | 85,500 | 0.78 | 750  
43a. Trash Chutes | 34,200 | 0.31 | 300  
44. T.V. Antenna System/Cables (pre wire) | 48,450 | 0.44 | 425  
45. Tub Repair | 4,560 | 0.04 | 40  
46. Travel Can (Job Toilets) (in Gen. Requirements) | 0 | 0.00 | 0  
47. Transportation & Misc. (in Gen. Requirements) | 0 | 0.00 | 0  
48. Trailers & Job Office (in Gen. Requirements) | 39,900 | 0.36 | 350  
49. Venting - Dryers, Utility Exhaust, & Bath Fans(in A/C contract) | 0 | 0.00 | 0  
50. Utility Connection Charges | 0 |  |  
  Telephone | 0 |  |  
  Electric - Light Company | 0 | 57,000 | 0.52 | 500  
51. Weatherstripping | 0 | 0.00 | 0  
52. Wallpaper (L & M) | 0 | 0.00 | 0  
53. Washer/Dryer Connections | 34,200 | 0.31 | 300  
54. Window Cleaning &Final Clean-up | 34,200 | 0.31 | 300  
55. Sprinkler System - Inside (No. 31C above) | 0 | 0.00 | 0  
56. Other (Specify) | 0 | 0.00 | 0  

Total New Construction  
Building Costs | 8,559,120 | 77.96 | 75,080  
Building Cost and Site Work | 10,306,170 | 93.88 | 90,405  

(4). Contractor Fees & General Requirements  
1. Contractor Overhead | 206,123 | 1.88 | 1,808  
2. Contractor Profit | 618,370 | 5.63 | 5,424  
3. General Requirements | 618,370 | 5.63 | 5,424  

Total Contractor Fees and General Requirements | 1,442,864 | 13.14 | 12,657  
Total Construction Contract | 11,749,034 | 107.02 | 103,062  

TOTAL DEVELOPMENT COST | $11,749,034 | $107 | $103,062
Tab 10 Readiness to Proceed (continued)

Construction Contract Timeline
Rutherford Park – TDHCA #18159

Construction Contract Timeline

June 5 - June 26  Deliver complete permit ready drawings to critical path sub-contractors
June 26 - July 10  Review and compare proposals for critical path sub-contractors
June 11- July 25 Write and deliver critical path contracts for signatures
July 26 - August 9 Deliver complete permit ready drawings to interior and specialty contractors
August 10 - August 24 Review and compare proposals for interior and specialty contractors
August 25 - September 10 Write and deliver interior and specialty contracts for signatures
October 1 - October 31 Review and amend any critical path contracts due to changes for Final Construction drawings
November 1 - November 30 Review and amend any interior and specialty contracts due to changes for Final construction drawings
Tab 10 Readiness to Proceed (continued)

Construction Schedule
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<tr>
<th>Activity Name</th>
<th>Duration (Days)</th>
<th>Start Date</th>
<th>Finish Date</th>
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<th>2019</th>
<th>2020</th>
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<td>12/18/19</td>
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<td>12/16/19</td>
<td>1/3/20</td>
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<td>1/3/20</td>
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<td>1/31/20</td>
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<td>3/6/20</td>
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</table>
Tab 10 Readiness to Proceed (continued)

Narrative of Readiness to Proceed Evidence
Narrative of Readiness to Proceed Evidence:
Project Name: Rutherford Park
Date: March 1, 2018

1) City of Houston and Harris County do not have zoning.
2) Loan or Equity Commitments with evidence of completed due diligence will enable the sponsor group to eliminate several months of negotiation with capital providers.
3) Documentation from lender of the lender’s critical path schedule for underwriting and approval is included in the loan commitment and provides a lender timeline to work from in order to close prior to Oct 31.
4) Signed architect contract eliminates negotiation time.
5) The critical path schedule and milestones from the architect of record provides a guide and timeline to close prior to Oct 31.
6) The complete set of permit-ready architectural plans reduces several months from the ordinary project timeline. These plans are already complete.
7) The description from architect of record of the current stage of architectural plans describes the amount of work that has already been completed, eliminating several months from the ordinary schedule.
8) The description of timing for property acquisition outlines the closing plan for the land, saving time that would be spent on this exercise in the future.
9) The description of timing for the construction permits enables to construction management team to plan the subcontracts, saving time that would be spend on this exercise in the future.
10) The selection of a construction contractor and team will save several months of sourcing and negotiation.
11) The description of timing for execution of construction contracts organizes and saves time on this exercise in the future.
12) The detailed construction schedule enables the organization of the construction team and will save critical time in the future.
1. **Site Acreage**

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

   | Site Control: 5.842 AC | Site Plan: 5.842 AC | Appraisal: | ESA: 5.842 AC |

   (*) 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:

   N/A

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>U.S. Home Development Company</td>
<td>John W. Hammond</td>
</tr>
<tr>
<td>681 Greens Parkway, Suite 220</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>Texas</td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain: N/A

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Home Development Co d/b/a Friendswood Development Company</td>
<td>None</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: 11/15/18  
   Anticipated Closing Date: 10/29/18

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:

   N/A
**4. Development qualifies for the boost for:**

- Qualified Census tract that has less than 20% HTC Units per household
- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. **Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.** (Competitive HTC only)
- Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

If a revised form is submitted, date of submission: ____________________________
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 12

Supporting Documentation from Site Information Part III

- Assignment of Earnest Money Contract And Earnest Money Contract
- Title Commitment
Tab 12 (Continued)

- Assignment of Earnest Money Contract and Earnest Money Contract
ASSIGNMENT OF EARNEST MONEY CONTRACT

THIS ASSIGNMENT OF EARNEST MONEY CONTRACT (this "Assignment") is made as of the 25th day of December 2017, by and between J. Steve Ford, TRUSTEE ("Assignor"), RUTHERFORD PARK, L.P., a Texas limited partnership ("Assignee"),

Whereas, pursuant to Earnest Money Contract (the "Contract") dated as of December 22nd, 2017 by and between Seller and Assignor, Seller agreed to sell, and Assignor agreed to purchase certain real property located in Harris County, Texas more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignor desires to assign all its right, title and interest in the Contract to Assignee, Assignee desires to assume all of the Assignor's obligations under the contract, and Seller desires to consent to this Assignment, subject to certain conditions.

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

1. Assignor hereby assigns to Assignee all of it’s right, title and interest in and to the Contract, and, in consideration of Seller's consent to this Assignment, Assignor hereby agrees to remain liable to Seller, jointly and severally with the Assignee, for the payment of all sums and performance of all terms, conditions and covenants on the part of the buyer under the Contract.

2. Assignee hereby assumes and agrees to perform all of the Assignor's duties and obligations under the Contract.

3. Seller hereby consents to this Assignment of Assignor's interest in the contract to Assignee on the conditions, however, that (i) Assignor shall remain jointly and severally liable with Assignee for the payment of all sums and performance of all terms, conditions and covenants on the part of the buyer under the Contract, and (ii) no further assignment of the Buyer's interest in the Contract, or any part thereof, shall be made without prior written consent of Seller.
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

J. Steve Ford, TRUSTEE

By: [Signature]

J. Steve Ford, Trustee

ASSIGNEE:

RUTHERFORD PARK. LP

By: Rutherford Park GP, LLC., its General Partner

By: [Signature]

J. Steve Ford, Manager
EXHIBIT "A"
PROPERTY DESCRIPTION

A.J. HOLDER SURVEY, A-332

5.842 ACRES

PARKWAY FOREST COMMERCIAL
RESERVE SUBDIVISION
FILM CODE NO. 652050, H.C.M.R.

PATE SURVEYORS
A DIVISION OF PATE ENGINEERS, INC.
HARRIS COUNTRY, TEXAS

EXHIBIT
5.842 ACRES
A.J. HOLDER SURVEY, A-332
HARRIS COUNTY, TEXAS
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**TO**

SALE AND PURCHASE AGREEMENT BETWEEN

U.S. HOME DEVELOPMENT COMPANY, an assumed name for LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,

AND

J. STEVE FORD

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Exhibit "A"  Property Description
Exhibit "B"  Special Warranty Deed with Protective Covenants
Exhibit "C"  Non-foreign Person Affidavit
Exhibit "D"  Utility District Notice
Exhibit "E"  HOA Notice to Purchaser
SALE AND PURCHASE AGREEMENT
(CASH TRANSACTION)

This Sale and Purchase Agreement ("Agreement") is made by and between U.S. HOME DEVELOPMENT COMPANY, an assumed name for LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ("Seller"), and J. STEVE FORD ("Purchaser"), upon the following terms and conditions:

1. Property.

Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for the surface estate in that certain tract of land containing 5.8 acres, more or less, and being and being further described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all of Seller's right, title, and interest in and to adjacent streets, alleys, rights-of-way and any strips or gores or pieces of property abutting, bounding or which are adjacent or contiguous to said land; all improvements located on said land; and all rights, titles, and interests appurtenant to said land and improvements (the "Property").

2. Purchase Price.

The total monetary consideration ("Purchase Price") to be paid by Purchaser to Seller for the Property is the sum of One Million Two Hundred Sixty-Three Thousand Two Hundred Forty Dollars ($1,263,240.00).

3. Earnest Money.

Within five business days of Purchaser's execution of this Agreement to Purchaser, Purchaser shall deposit with the Title Company an initial earnest money deposit in the amount of Twenty-Five Thousand Dollars ($25,000.00) (the "Deposit"). The Deposit shall be held by the Title Company in an interest bearing account acceptable to Purchaser and Seller, subject to Purchaser's compliance with the Title Company's requirements for investment of funds. Interest earned on the Deposit shall be deemed to be part of the Deposit. The Deposit shall be disposed of by the Title Company in accordance with the terms of this Agreement. Should the terms of this Agreement be carried out within the time specified and Closing shall occur, the Deposit and Additional Deposit may, at the option of Purchaser, be applied to the Purchase Price in accordance with the terms hereof, or returned to Purchaser upon Purchaser's tender of the full Purchase Price to Seller. On the earlier of a) September 15th, 2018, or b) Purchaser's successful award of Tax Credit by the Texas Department of Housing and Community Affairs, Purchaser shall deposit with the Title Company an additional earnest money deposit (the "Additional Deposit") of Twenty-Five Thousand Dollars ($25,000). To the extent the Deposit and/or Additional Deposit have not previously been disbursed by the Title Company pursuant to the terms hereof, on or after September 15th, 2018, the Deposit and Additional Deposit shall be released to the Seller upon Seller's request.

4. Closing.

The closing of the transaction contemplated by this Agreement (the "Closing") shall be held at the offices of the Title Company defined below, at such time and date Seller and Purchaser mutually agree, but Closing must occur on or before November 15th, 2018. If Closing has not previously occurred, then it shall be held at 10 a.m. on November 15th, 2018, at the office of the Title Company.
a. At Closing, Seller shall:

(i) deliver to the Title Company a duly executed and acknowledged special warranty deed ("Deed") which shall be substantially in the form and substance of Exhibit "B" attached hereto and made a part hereof;

(ii) deliver to the Purchaser, or cause the Title Company to deliver to Purchaser, the commitment for the Title Policy, as defined below;

(iii) deliver to the Purchaser the "Non-Foreign Person" affidavit substantially in the form and substance attached hereto as Exhibit "C" and made a part hereof;

(iv) deliver to the Title Company evidence of Seller's authority to execute and deliver the documents required hereunder in such form and content as the Title Company and Purchaser may reasonably require;

(v) deliver to Purchaser the utility district notice required below;

(vi) deliver other instruments reasonably required to close this transaction;

(vii) pay the cost of the Title Policy, one-half the escrow fee charged by the Title Company, Seller's attorneys' fees, and all costs of recording instruments for Seller;

b. At Closing, Purchaser shall:

(i) pay Seller the Purchase Price in cash or other "Good Funds" as defined by the rules of the Texas State Board of Insurance;

(ii) deliver to Seller evidence of Purchaser's authority to execute and deliver the documents required hereunder in such form and content as the Title Company and Seller may reasonably require;

(iii) execute and acknowledge the Deed;

(iv) execute and acknowledge the utility district notice required below; and

(v) deliver other instruments reasonably required to close this transaction;

(vi) pay one-half the escrow fee charged by the Title Company, Purchaser's attorneys' fees, and all costs of recording instruments delivered to Purchaser, and

(vii) pay Seller the prorated portion of the estimated or actual ad valorem taxes on the Property for the year in which closing occurs as specified below.

c. Possession of the Property shall be delivered to Purchaser at the Closing.

5. Conveyance and Title Insurance.

Conveyance shall be by the Deed, and Seller shall furnish Purchaser, at Seller's expense, an owner policy of title insurance (the "Title Policy"), insuring good and indefeasible fee simple title to
the Property, in the standard form promulgated by the Texas Department of Insurance, issued by Charter Title Company with Escrow Agent William Barnett (the "Title Company"), and in the amount of the Purchase Price, subject to no exception or reservation other than the following (which exceptions and reservations are hereinafter called the "Permitted Encumbrances"):

a. The customary and standard printed exceptions contained in form of Title Policy promulgated by the Texas Department of Insurance;

b. The exception or reservation of all oil, gas, and other minerals of every character in and under the Property.

c. OMITTED

d. Such easements, exceptions, conditions, reservations, rights-of-way, restrictions and other encumbrances or conditions as are approved or waived by Purchaser to become Permitted Encumbrances as defined below;

e. The exceptions, reservations, and restrictions included in the Deed;

f. The standard exception regarding discrepancies conflicts, or shortages in area and boundary lines; and

g. Taxes and annual and special assessments for the current year, and subsequent assessments for prior years due to a change in land usage or ownership.

If Purchaser wishes to delete the standard exception regarding shortages in area then Purchaser must pay the additional premium. No matter appearing in Schedule C of the Title Commitment shall be or be deemed to be a Permitted Exception, and Seller and Purchaser shall comply with all requirements set forth in such Schedule C.


At its expense, Seller, has or shall furnish within fifteen (15) days from the Effective Date Purchaser a certified on-the-ground staked plat of survey of the Property (the "Survey"), prepared by a duly licensed Texas land surveyor satisfactory to the Title Company. Upon completion of the Survey, Seller shall deliver electronic copies of the plat of survey to Purchaser and Title Company. The Survey shall conform to the current Texas Surveyors Association Standards and Specifications for a Category 1A, Condition 3 survey. The plat of survey shall show that the corners of the Property have been properly monumented; the perimeter boundaries of the Property; the location of any and all improvements; the location of building and parking setback lines, drill sites, fences, and easements, if any, affecting the Property; and the location of all existing and proposed roads, streets and rights-of-way within or adjoining the Property. In addition, the surveyor shall (i) certify the accuracy of the survey in such form as the Title Company requires for purposes of amending the printed exception in the Title Policy to provide coverage for discrepancies and conflicts regarding boundaries, encroachments, and overlapping of improvements (except for "shortage in area"), (ii) certify the total number of square feet calculated to nearest square foot, within the boundaries of the Property, and (iii) provide a metes and bounds description of the Property which, if applicable, shall be the basis for (a) the legal description of the Property to be included in the Deed, (b) the determination of the Purchase Price, and (c) the description of the Property to be included in the Title Policy.
7. Permitted Encumbrances, Title Commitment and Examination.

At its cost, Seller has or shall furnish to Purchaser within ten (10) days from the Effective Date a current title commitment for an owner policy of title insurance (the "Title Commitment") issued by the Title Company, setting forth the state of title of the Property and all defects, objections and exceptions which the Title Company determines are of record or which may appear on the Survey, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property, along with copies of such exceptions (the "Exception Documents" and together with the Title Commitment, the "Title Documents"). Purchaser shall have thirty (30) days from the receipt of the Survey and the Title Documents within which to review same and advise Seller in writing of any objections to title or other objections that Purchaser may have that the Property is unusable for Purchaser's purposes (the "Objections"). Any encumbrances or other defects and exceptions appearing in the Title Documents or Survey to which Purchaser does not object within such thirty (30) day period shall be deemed approved by Purchaser and shall be the "Permitted Encumbrances". If Purchaser gives written notice of its Objections to Seller, Seller, at its option, but without the obligation to do so, shall have thirty (30) days from the date it receives notice of such Objections within which to cure such Objections. If, for any reason, Seller does not, within said time, cure or remove such Objections to the satisfaction of the Title Company and Purchaser, then Purchaser, within the next thirty (30) days following Seller's thirty (30) day cure period, may, as Purchaser's sole remedy and option, either (i) terminate this Agreement by giving Seller written notice of such termination whereupon the Deposit paid hereunder shall be returned to Purchaser and all parties shall be fully and finally released from all further obligations under this Agreement, except as otherwise provided herein, or (ii) waive such Objections and close the purchase and sale contemplated by this Agreement in accordance with the remaining terms and provisions whereupon the Objections so waived shall become Permitted Encumbrances to be treated in the manner provided herein for Permitted Encumbrances. Failure by Purchaser to exercise the right of termination within the above time period shall be considered a waiver of Purchaser's right to terminate hereunder on the basis of title objections and an election by Purchaser to waive Purchaser's Objections.

8. Condition of Property and Inspection Period.

The Property and all fixtures and improvements thereon owned by Seller, if any, will be conveyed in an "as is" and "where is" condition at the time of closing. Seller makes no representation as to the suitability of the Property for any purpose nor any representation on behalf of utility companies, districts, or other providers as to the availability or location of facilities or capacity to serve the Property. Purchaser understands and agrees that, except as specifically provided in this Agreement, all cost or fees required to extend, tie or tap into any utilities serving the Property or to otherwise develop the Property shall be paid by Purchaser.

For a period of time (the "Inspection Period") commencing on the Effective Date and ending at 5:00 p.m. Central Time on the date that is one hundred twenty (120) days after the Effective Date, Purchaser shall have the right, in accordance with the following terms and conditions and at Purchaser's sole risk, cost and expense, to conduct marketing, environmental, engineering, feasibility, and other studies and tests for the purpose of determining the suitability of the Property for Purchaser's intended use:

a. Purchaser and Purchaser's employees, contractors and agents shall have the right and permission to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Purchaser's sole risk, cost and expense, of making physical inspection of the Property, including, without limitation, performing soil, drainage, utility, environmental, engineering,
traffic surveys and other studies and tests. Purchaser shall not unreasonably disturb the condition of the Property in the course of its activities. Furthermore, Purchaser shall not cut or otherwise damage any trees on the Property.

b. Should Purchaser determine that the Property is unsuitable for Purchaser's intended use, Purchaser may terminate this agreement by giving written notice to Seller and to the Title Company in the manner provided in the Notice paragraph on or before 5:00 p.m. Central Time on the last day of the Inspection Period, whereupon the Deposit paid hereunder shall be returned to Purchaser and all parties shall be fully and finally released from all further obligations under this Agreement, except as otherwise provided herein. Should Purchaser fail to so notify Seller and the Title Company of Purchaser's election to so terminate this Agreement, then the Property shall be deemed suitable for Purchaser's purposes and Purchaser shall be bound fully to the terms and conditions of this Agreement. Objections to title and/or survey are not basis for terminating this Agreement pursuant to this paragraph.

c. Purchaser agrees to indemnify and hold Seller harmless from any and all claims, demands, liens, liabilities, costs and expenses, including attorneys' fees, arising out of the activities of Purchaser, its employees, contractors and persons acting under its control in anyway connected with the rights granted to Purchaser in this paragraph 8. If Closing does not take place as herein provided, Purchaser shall restore or cause to be restored the surface of the Property to a condition similar to the condition existing prior to Purchaser's entry. Notwithstanding anything to the contrary herein, the Title Company shall not release the Deposit, until Seller has given written notice that the Property has been restored. The Purchaser's obligations in this paragraph 8(c) shall survive Closing or the termination of this Agreement.

d. If during the Inspection Period, Purchaser exercises its right to have performed on its behalf an environmental assessment of the Property, the contractor who performs the environmental assessment shall be mutually agreeable to Purchaser and Seller. Also, the scope of the environmental assessment shall be limited to a Phase I assessment. If additional environmental assessments are recommended in writing, Purchaser and Seller shall agree to the inspection(s) prior to commencement of any additional environmental assessments. Copies of the reports resulting from the environmental assessment obtained by Purchaser shall be furnished to Seller within five (5) days of receipt by Purchaser. Should the results of the environmental assessment be unacceptable to either Purchaser or Seller, either party shall have the right to terminate this Agreement, by giving written notice to the other party, in the manner provided in paragraph 27, within twenty-one (21) days of the date on which Seller receives the final environmental report. If written notice of termination pursuant to this paragraph 8(d) is given in a timely manner by Seller or Purchaser, Purchaser shall be entitled to a refund of the Deposit. In such event, there shall be no further liability of any kind between the parties, except as therein provide herein. If written notice of termination is not given in a timely manner by Seller or Purchaser, the results of the environmental assessment shall be deemed approved by both Purchaser and Seller, and the results of the assessment shall establish the environmental condition of the Property, as of the time of conveyance of the Property from Seller to Purchaser.

e. Purchaser agrees not to disclose, prior to Closing, the information contained in the environmental assessment or other studies and tests concerning the Property to any person other than (a) its employees and attorneys, (b) any consultants Purchaser engages for purposes of assessing whether to acquire the Property, (c) lenders for financial purposes and (d) Seller. Prior to disclosing information to any person, including those listed, Purchaser agrees to have such person (except for Seller) agree in writing to keep such information confidential. In the event Purchaser is required by law to disclose any information contained in such environmental assessment, or other studies and tests, Purchaser shall not
so disclose such information until first disclosing same to Seller and providing Seller with a complete copy of any transmittal of such information to be provided to the applicable governmental body.


Seller represents and warrants that all ad valorem taxes relative to the Property have been paid through all calendar years preceding the year of sale. Ad valorem taxes for the year in which closing occurs shall be prorated as of the date of the Deed, and Purchaser agrees to assume and pay subsequent assessments for prior years due to a change in land usage or ownership. If tax statements are not available for the year of Closing, then such proration shall be estimated and Purchaser shall make payment at Closing to Seller on the basis of the tax statements for the last year for which such statements are available. Seller shall be responsible for insuring that taxes for the year in which Closing occurs are paid when due. After such payment, either party may request an adjustment of the amounts it has paid or received based upon the actual taxes on the Property. Upon such request, the other party shall promptly remit to the requesting party, the over or under payment.


a. Seller, to its actual knowledge hereby represents and warrants to Purchaser as following, which representations and warranties shall also be deemed made by Seller to Purchaser as of Closing:

   (i) there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

   (ii) there is no pending or threatened litigation, and no pending or threatened condemnation or similar proceedings affecting the Property, or any part thereof; and

b. Seller makes no representation as to the condition of the Property or the accuracy of any information regarding the Property that may appear in public documents. Purchaser agrees to accept the Property in its "as is" condition as it shall exist on the date of the Deed except as herein provided.

c. The representations, warranties, covenants and agreements of Seller and Purchaser in this Agreement shall be subject to the following terms and conditions:

   (i) the representations, warranties, and covenants of Seller in this paragraph 10 shall be deemed to be continuing, made both as of the date hereof and as of Closing, except to the extent that Seller otherwise notifies Purchaser in writing at or prior to Closing. In the event that Seller does so notify Purchaser in writing at or prior to Closing, or in the event Purchaser independently discovers, that any of such representations, warranties, and covenants is no longer true, Purchaser shall have the option to either (1) terminate this Agreement by written notice to Seller, whereupon neither party shall have any further rights or obligations hereunder, except as otherwise provided herein, and the Title Company shall deliver the Deposit to Purchaser, or (2) waive such representation, warranty or covenant and close the purchase of the Property; and

   (ii) the representations, warranties, and covenants of Seller and Purchaser in this Agreement or in any subsequent written agreement between Seller and Purchaser which do not by their wording or terms terminate on or before Closing shall survive Closing and the delivery of the Deed hereunder.
d. As used in this Agreement, Seller's actual knowledge is deemed to be the actual knowledge of the individual presently holding the following job title: Community Development Manager.

11. Utility District Notice.

Purchaser is hereby notified and Purchaser hereby acknowledges that the Property is located entirely within the boundary of the Greenwood Utility District. Statutory notification substantially in the form of Exhibit "D" attached hereto will be delivered by Seller to Purchaser at Closing.

12. Architectural Review. INTENTIONALLY OMITTED


It is the intention of the parties that Purchaser's rights and remedies with respect to this transaction and with respect to all of Seller's acts and practices, past, present or future, in connection with the transactions and arrangements that are contemplated by this Agreement, will be governed by legal principles other than the Texas Deceptive Trade Practices Act (the "DTPA"), Chapter 17 of the Texas Business and Commerce Code, as amended. Purchaser waives the applicability of the DTPA to this transaction and any and all duties, rights or remedies that might be imposed by the DTPA whether the duties, rights and remedies are applied directly by the DTPA itself or indirectly in connection with other statutes. Purchaser does not, however, waive Section 17.555 of the DTPA. Purchaser represents and warrants that it is not in a significantly disparate bargaining position with respect to the Seller in connection with this transaction and has freely and fairly agreed to this waiver as a part of the negotiations for this transaction. Purchaser represents and warrants that it is represented by legal counsel in connection with this transaction and that is has conferred with its counsel concerning this waiver. Purchaser expressly recognizes that the purchase prices of the Property for which Seller has agreed to perform its obligations under this Agreement have and will be predicated upon the inapplicability of the DTPA and Purchaser's waiver of the DTPA and that Seller, in determining to enter into this Agreement, has expressly relied on this waiver and the inapplicability of the DTPA.


If the sale contemplated by this Agreement is consummated and title passes from Seller to Purchaser, Seller will pay a commission equal to three percent (3.0%) of the Purchase Price to Tom Dosch, DMRE, for professional services rendered in this transaction. Payment will be made at Closing upon Seller's receipt of the Purchase Price from Purchaser. Seller shall pay no other commission or finder's fee in connection with this transaction.

Except as provided above, Seller and Purchaser each represent to the other that it has had no dealings or contacts of any kind with any real estate broker or agent with respect to this Agreement, the negotiation thereof or any transaction incident or related thereto. Seller and Purchaser each agree to indemnify and hold the other harmless with respect to any and all claims, damages, costs and expenses, including attorneys' fees, in connection with any claim for a finder's or broker's fee or commission asserted by a party claiming to have acted as agent for or to have been engaged by the indemnifying party. The provisions of this paragraph 14 shall survive the Closing and the delivery of The Deed.
15. Termination, Default and Remedies.

a. If Purchaser fails or refuses to consummate the purchase of the Property pursuant to this Agreement at the Closing for any reason other than (i) termination of this Agreement by Purchaser pursuant to a right to terminate provided for in this Agreement, or (ii) Seller's failure to perform Seller's obligations under this Agreement, then Seller, as Seller's sole and exclusive remedy shall have the right to terminate this Agreement by giving written notice thereof to Purchaser prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder except such obligations or rights that expressly survive termination of this Agreement pursuant to an express provision in this Agreement providing for such survival, and Seller shall retain the Deposit as liquidated damages free of any claims by Purchaser or any other person with respect thereto. It is agreed that the Deposit to which the Seller is entitled hereunder is a reasonable forecast of just compensation for the harm that would be caused by Purchaser's breach and that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation, and that the payment of the Deposit upon such breach shall constitute full satisfaction of Purchaser's obligations hereunder.

b. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement at the Closing or fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than the termination of this Agreement by Seller pursuant to a right to terminate provided for in this Agreement or Purchaser's failure to perform Purchaser's obligations under this Agreement, then Purchaser, as Purchaser's sole and exclusive remedy, shall have the right to either (i) enforce specific performance of Seller's obligations under this Agreement subject, however, to such defects in Seller's title as may appear in the Title Policy which Seller is able and willing to deliver and to the amendment of the Deed to reflect such defects in Seller's title or (ii) terminate this Agreement by giving written notice thereof to Seller prior to or at the Closing whereupon neither party hereto shall have any further rights or obligations hereunder, except such obligations or rights that expressly survive termination of this Agreement pursuant to an express provision in this Agreement providing for such survival, and the Title Company, except as otherwise provided, shall deliver the Deposit to Purchaser, free of any claims by Seller or any other person with respect thereto.

16. Arbitration of Dispute

a. Without limiting any rights set forth in other sections of this Agreement any and all disputes arising hereunder, shall be submitted to binding arbitration and not to a court for determination. Arbitration shall commence after written notice is given from either party to the other, such arbitration shall be accomplished expeditiously in the county and state where the property which is the subject of this Agreement is located and shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by three (3) arbitrators, one of whom shall be appointed by Seller and one of whom shall be appointed by Purchaser. The third arbitrator shall be appointed by the first two arbitrators. The arbitrators shall be selected from a list of arbitrators submitted by the AAA. Judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall not commence until the party requesting it has deposited one thousand five hundred and No/100 U.S. dollars ($1,500.00) with the arbitrators as a retainer for the arbitrators' fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrators to pay the arbitrators' fees and costs, until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs. Each party shall pay its own legal fees and costs and any other fees incurred in connection with an arbitration proceeding which arises out of or relates in any way to this Agreement provided, however, that the arbitration panel shall award the arbitrators' fees and costs to the prevailing party in its arbitration judgement.
Without limiting any other provision, this paragraph 16 shall survive closing and run with the land.

b. Notwithstanding the parties intent to submit any controversy or claim arising out of or relating to this Agreement or any other document signed or initialed in connection with this Agreement to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions of this paragraph 16, then such dispute shall be subject to litigation, and the parties agree to that the provisions set forth hereinafter in paragraph 16(c) shall be applicable.

c. Waiver of Trial by Jury. EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT IS A SOPHISTICATED LEGAL DOCUMENT. Accordingly, justice will best be served if issues regarding this Agreement are heard by a judge in a court proceeding, and not a jury. THE PURCHASER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING IN ANY WAY THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, LIABILITY OF A PARTY HEREUNDER OR BREACH OF A PARTY HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER IN CONTRACT OR TORT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY AND VOLUNTARILY MADE BY THE PURCHASER AND THE SELLER. THE PURCHASER AND THE SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL COULD ACCRUE. THE PURCHASER AND THE SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE PURCHASER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE PURCHASER OR THE SELLER OR TO ANY AGENT OR REPRESENTATIVE OF THE PURCHASER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THE PURCHASER AND THE SELLER FURTHER AGREE THAT IN THE EVENT THAT EITHER PARTY CLAIMS THAT THIS WAIVER IS INEFFECTIVE OR VOID OR ATTEMPTS TO PREVENT ITS APPLICATION (THE "BREACHING PARTY"), THAT SUCH BREACHING PARTY WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES OF THE OTHER PARTY, INCLUDING ATTORNEYS FEES, INCURRED IN ENFORCING THIS WAIVER.

17. Condemnation.

Purchaser and Seller agree that if, prior to the Closing, the Property or any part thereof shall between the date of execution of this Agreement and the Closing have been condemned or taken by eminent domain or Seller has received notice of such proposed taking, Seller will promptly give Purchaser written notice thereof and forward therewith all writings received by Seller in this regard and shall promptly deliver to Purchaser all notices and other writings thereafter received by Seller pertaining to such taking. At Purchaser's option, in the event that any such condemnation is instituted or proposed, this Agreement may be declared null and void by written notice of such declaration given by Purchaser to Seller within twenty (20) days after receiving notice of instituted or proposed condemnation, in which event the Deposit shall be returned to Purchaser and both parties shall be released from any further
obligations hereunder, except such obligations or rights that expressly survive termination of this Agreement pursuant to an express provision in this Agreement providing for such survival.

18. Time of Essence.

Time is of the essence in connection with this Agreement and the performance of obligations hereunder.

19. Entire Agreement; Further Warranties.

This instrument constitutes the entire agreement between Seller and Purchaser, and all prior agreements and undertakings, both written and verbal, are merged herein. Purchaser and Seller are not bound by any prior representations, promises, or assurances whatsoever and by whomsoever made other than those representations and warranties specifically set forth herein. This Agreement may not be changed or modified except by an agreement in writing executed by Purchaser and Seller. Furthermore, except for representations and warranties specifically provided herein, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR EXTENDED BY SELLER.

20. Recording.

This Agreement shall not be recorded in the public records of real property of Harris County or any other county. If either party should record this Agreement or any memorandum thereof without the prior written consent of the other party, such other party shall be entitled, if it shall so desire, to terminate this Agreement immediately by filing an affidavit or termination in the public records of real property.


This Agreement shall bind and inure to the benefit of the Seller and Purchaser and their respective successors and assigns; however, this Agreement may be assigned by Purchaser to an affiliate of Purchaser without the prior consent of Seller, but not otherwise. Any assignment in violation of this paragraph shall be void.

22. Terminology.

The captions beside the numbered paragraphs of this Agreement are for convenience only and shall not limit, enlarge, modify or otherwise affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include all other genders, the singular shall include the plural, and the plural shall include the singular.

23. Construction.

Seller and Purchaser acknowledge that each party has reviewed the Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto. Furthermore, construction of this Agreement shall be governed by the laws of the State of Texas.

The obligations under the terms of the Agreement are performable in Harris County, Texas, and any and all payments under the terms of the Agreement are to be made in Harris County, Texas. The parties hereto hereby consent that venue of any action brought under this Agreement shall be in Harris County, Texas.

25. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


Any notice, tender, or delivery to be given hereunder by either party to the other must be in writing and may be made by fax or by email (with confirmation of receipt of such fax or email), by personal delivery, by nationally-recognized overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to be given on the earlier of either: (a) the date of actual receipt thereof by the intended recipient, or (b) the third day next following the date mailed. Mailed, overnight delivery and faxed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph 26.

To Seller: Friendswood Development Company
681 Greens Parkway, Suite 220
Houston, Texas 77067
Attention: Robert Santini
Phone: (281) 874-8581
Email: robert.santini@lennar.com

To Purchaser: J. Steve Ford
1500 N. Post Oak Rd, Ste 190
Attention: J. Steve Ford & Jeremy Bartholomew
Phone: (713) 334-5514
Email: steve@resolutioninc.net

To Title Company: Charter Title Company
811 Main Street, Suite 1575
Houston, TX 77002
Attention: William Barnett
Phone: 713-222-6060
Email: bbarnett@chartertitle.com

27. Attorney Fees

In the event of a default by either party, the defaulting party agrees to pay all reasonable costs and expenses, including reasonable attorney’s fees and expert witness fees, incurred by the non-defaulting party as a direct result of the default.

28. Confidentiality
The parties agree not to disclose the terms of this Agreement to third parties, provided that Purchaser may disclose the terms of the Agreement to (a) its employees and attorneys, (b) professional consultants, (c) any potential lender or investor of Purchaser, and (d) officials of any governmental agencies, municipalities, or quasi-municipal organizations as necessary to obtain necessary approvals for Purchaser's development and operation of the Property.

This Agreement constitutes an offer by Seller to sell the Property on the terms and conditions and for the purchase price set forth herein, and unless sooner terminated or withdrawn, this offer shall expire on ______________ unless fully executed copies of this Agreement have been received by the Title Company.

EXECUTED IN TRIPLICATE ORIGINALS on the dates shown by the signatures below, to be effective on the date of receipt of a fully executed version by the Title Company, which shall be the Effective Date of this Agreement.

U.S. HOME DEVELOPMENT COMPANY
an assumes name for Lenner Homes of Texas Land and Construction, Ltd., a Texas limited partnership
d/b/a Friendswood Development Company

By: Lennar Texas Holding Company
   a Texas Corporation, its general partner

By: [Signature]
   Name John W. Hammond, Vice President
   Date 12-20-17

Earnest money due 12/25/17

J. Steve Ford
as Purchaser

By: [Signature]
   Name J. Steve Ford
   Date 12-22-17

Charter Title Company
as Title Company

By: [Signature]
   Name Jill Love
   Title Escrow Officer
   Date 12-22-17
RECEIPT OF EARNEST MONEY DEPOSIT

File No.: 1033006812
Buyer/Borrower(s): J. Steve Ford assigned to Rutherford Park, LP, a Texas limited partnership
Seller(s): U.S. Home Development Company, assumed name for Lennar Homes of Texas Land and Construction, Ltd.
Closing Date:
Property: 5.842 ac, Parkway Forest Commercial Reserve Subdivision, Harris County, Texas

Type of Funds: Check No. 1220
Date: December 22, 2017
Payor: John Stephen Ford Sr. OH Account
Amount: $25,000.00

Received By: Charter Title Company

Receiver's Signature: [Signature]

Jill Lantz
JOHN STEPHEN FORD SR.
OH ACCOUNT
4 HUNTERS RIDGE CT
HOUSTON, TX 77024

PROSPERITY BANK
COMMUNITY BANKING CENTER
2900 SASHEN FRIER HWY - HOUSTON, TX 77099

DATE 12/22/17

PAY Twenty Five Thousand Dollars and 00/00 Cents

TO THE ORDER OF Charter Title Company

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/22/17</td>
<td>5.8 Ac Contract CE King &amp; Tidwell</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
EXHIBIT "B"

SPECIAL WARRANTY DEED

Date

Grantor  U.S. HOME DEVELOPMENT COMPANY, an assumed name for LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,

Grantor's Mailing Address
681 Greens Parkway, Suite 220
Houston, Texas 77067

Grantee

Grantee's Mailing Address

Consideration
Cash and other valuable consideration, receipt and sufficiency of which are hereby acknowledged.

Property
The surface estate of the land described as...

together with all of Seller's right, title, and interest in and to adjacent streets, alleys, rights-of-way and any strips or gores or pieces of property abutting, bounding or which are adjacent or contiguous to said land; all improvements located on said land; and all rights, titles, and interests appurtenant to said land and improvements.

Reservations from and Exceptions to Conveyance and Warranty

1. This conveyance is subject to all matters shown on Exhibit "__" attached hereto, enforceable against the Property on this date and all laws, regulations and restrictions, including building and zoning ordinances, if any, of municipal or other governmental authorities applicable to and enforceable against the above-described Property.

2. Taxes and special assessments for the year of Closing are prorated as of this date, and Grantor assumes and agrees to pay same.

3. All rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the _____________________
water district (Utility District No. _____), within whose jurisdiction the Property is located in its entirety.

4. OMITTED

5. Grantor reserves and excepts for itself, its successors and assigns, and its predecessors in title in accordance with their respective interests of record, all oil, gas and other minerals on, in and under the above-described Property.

6. All easements and restrictions provided for in the map or plat referred to in the description of the Property.

7. The Property is and shall be subject to those covenants, conditions, and restrictions contained in that instrument entitled "Protective Covenants" attached hereto as Exhibit "B" and made a part hereof for all purposes to the same extent as if fully set out in length herein.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

The reservations, covenants, and restrictions set forth in this deed shall be covenants running with the land for the benefit of Grantor and shall be binding on Grantee, its successors and assigns.

When the context requires, singular nouns and pronouns include the plural.

"Grantor"

U.S. HOME DEVELOPMENT COMPANY
an assumes name for Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
d/b/a Friendswood Development Company

By: Lennar Texas Holding Company
a Texas Corporation, its general partner

By__________________________

John W. Hammond, Vice President
"Grantee"

[Purchaser Name]

By ____________________________
Name __________________________
Title __________________________

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by John W. Hammond, Vice President of LENNAR TEXAS HOLDING COMPANY, a Texas corporation as General Partner of Lennar Homes of Texas Land and Construction, Ltd.

_______________________________
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on __________________________ by __________________________ of [Purchaser Name], a __________________________ corporation, on behalf of said corporation.

_______________________________
Notary Public, State of Texas
EXHIBIT "B"

To Special Warranty Deed between

U.S. HOME DEVELOPMENT COMPANY

and

[Purchaser Name]

PROTECTIVE COVENANTS

The Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the covenants, conditions and restrictions hereinafter set forth (the "Protective Covenants"), all of which are hereby adopted for, and placed upon said Property and shall run with the Property and be binding upon all parties, now and in any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which such right, title or interest is or may be acquired; provided, however, these Protective Covenants shall cease to exist and be of no further force or effect any time that title to the Property is re-vested in Grantor, its successors or assigns. These Protective Covenants may only be amended by written agreement between Grantor and Grantee, their successors or assigns.

1. Use. The Property may be used in whole or in part for any multifamily apartment use (inclusive of senior age restricted multifamily), including facilities customarily incident thereto, but for no other purpose or purposes, provided, however, from and after thirty (30) years from the date of the conveyance of the Property from Grantor to Grantee, the Property may be used in whole or in part for any commercial or office use but only so long as all buildings, structures, additions, signs and other improvements erected or maintained thereon (i) are in harmony of design with, the buildings, structures, additions, signs, and other improvements if any, located on adjoining Property, and (ii) are in conformance with these Protective Covenants.

2. Offensive and Prohibited Uses. No use of the Property shall be permitted which is illegal, or offensive in the reasonable opinion of Grantor by reason of odor, fumes, dust, smoke, noise, or pollution by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any part of the Property which is, in Grantor's reasonable opinion, obnoxious to or out of harmony with the development of the immediate community in which the Property is located, including, but not limited to, the operation of (a) a garage, gasoline service station or other establishment for the sale of motor fuel or other petroleum or energy products; (b) an automobile, truck or heavy equipment sales or rental facility; (c) a car wash; (d) a convenience store, (e) OMITTED; (f) any trailer court, junk yard, scrap metal yard or waste material business; (g) a tattoo or body piercing establishment; (h) a drive through fast food establishment; (i) automobile repair facilities, tire repair or replacement facilities, and other automotive related service facilities including muffler shops or express lube shops; (j) an auction house or flea market; (k) an office for the practice of veterinary medicine if the operation includes the use of kennels, runs, or any other related facilities located outside the building (veterinary practices dealing with large animals such as cattle and horses are specifically prohibited); (l) a kennel or business involving the boarding of animals, except in connection with an office for the practice of veterinary medicine, as described in (j) above; (m) a dry cleaning plant or operation where dry cleaning of clothes is done on-site; (n) an amusement or game room; (o) pharmacy; (p) storage or other warehouse facility; (q) funeral home or mortuary; (r) cellular/communications tower; (s) a tower site, or (t) an "adult" bookstore, theater, studio, parlor or other facility, any of which show on-premises X-type rated or unrated pornographic motion pictures or video films or provide forms of entertainment appealing
to the prurient interests of the general public or would otherwise diminish the reputation or alter the 
family-oriented character of the community in which the Property is located, (ii) a dollar store or similar 
discount general store. No building, structure, addition, sign, or other improvement shall be erected, 
maintained, or permitted upon any portion of the Property that would be used for the aforesaid offensive 
and/or prohibited uses.

3. **Buy-Back Provision. INTENTIONALLY OMITTED**

4. **Grantor Approval Required. INTENTIONALLY OMITTED**

5. **Open Spaces.** A minimum of Seventeen and One Half (17.5%) percent of the Property 
may not be improved by the construction of a building or buildings thereon or be paved or blacktopped 
for vehicular access or parking. With the exception of the detention pond, all open space must be 
landscaped and shall have an irrigation system installed in applicable areas. Any designated landscape 
easement within the Property’s boundaries may be included in open space calculations as well as the 
detention pond.

6. **Setbacks.** Minimum building and parking setbacks shall be as follows (measured from 
the property line):

<table>
<thead>
<tr>
<th>From Tidwell</th>
<th>Building</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>From CE King</td>
<td>40’</td>
<td>25’</td>
</tr>
<tr>
<td>From all other property lines</td>
<td>15’</td>
<td>10’</td>
</tr>
</tbody>
</table>

No parking areas and/or paved area for vehicular circulation (except driveways which directly 
access a public right-of-way) shall be located within any setback area. Existing trees and landscaping 
located within building and parking setback areas or adjacent street right-of-way shall be fenced during 
construction activity in order to preserve such existing landscaping. Access to the property across the 
setback areas for construction purposes shall be restricted to the areas designated for permanent driveway 
access, which are subject to review by applicable governmental authority prior to commencement of 
construction. Notwithstanding anything contrary herein, there shall be no minimum setback requirement 
from any adjoining property owner by Purchaser.

7. **Building Height.** All buildings and improvements erected on the Property shall be 
limited to a maximum of three story in height.

8. **Parking Requirements.** Automobile parking spaces, sufficient in number for all 
employees and customers/visitors, shall be provided on-site, and all parking areas shall be internally 
drained, curbed and paved. The maximum parking requirements/spaces shall be in accordance with 
the minimum required by the City of Houston. Parking is to be minimized to foster a walkable community.

9. **Loading/Unloading.** Loading and unloading of delivery vehicles shall occur on-site 
only; on-street delivery vehicle loading and unloading shall not be permitted. Loading/unloading 
facilities shall be separated from employee, customer and visitor circulation and parking areas and shall 
be screened from public view.
10. **Outside Storage or Operations.** No outside storage or operations of any kind shall be permitted unless such activity is visually screened from public view in a manner which is architecturally compatible. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of recreational or commercial nature shall be parked or stored permanently or semi-permanently on the Property or any part thereof unless properly screened from public view. All retail sales equipment, fixtures and merchandise shall be displayed only in the interior of a building. Water towers, cooling towers, communication towers, storage tanks and other structures or equipment shall be architecturally compatible with the aesthetics of the project or effectively shielded from public view. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or wall of compatible materials not less than eight (8) feet high and shall not be visible above such screening.

11. **Mechanical Equipment.** All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of parapet wall. Such screening and/or parapet wall shall be equal to or greater than the height of the roof top mechanical equipment. All power transformers shall be ground mounted and screened from public view by fencing or landscaping. Pole mounted transformers shall be permitted only when required by Centerpoint and located in the Public Right of Way.

12. **Grading and Drainage.** Surface drainage shall be collected on-site and connected to underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project.

13. **Underground Utilities.** All electrical service, pipe, conduit, cable, or lines for water, gas, sewage, drainage, or steam shall be installed and maintained below grade.

14. **Exterior Illumination.** Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare or splash-over on adjacent streets or properties. All ground level floodlighting fixtures shall be depressed or screened from public view.

15. **Prohibited Structures.** No metal fabricated buildings, trailers, tents, shacks, barns, or temporary building or structures, other than construction offices and structures for related purposes during the construction period, may be installed or maintained on the Property. All temporary structures used for construction must be removed promptly upon completion of construction.

16. **Maintenance.** The Property shall be maintained in a neat and clean condition. Grantee shall keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner and not permit the accumulation of garbage, trash, or rubbish of any kind thereon.

17. **Attorneys' Fees.** Grantee and/or any person or business entity occupying the Property shall be liable for all expenses, including but not limited to attorneys' and professional fees, incurred by Grantor in acting against Grantee and/or any person or business entity occupying the Property to cause compliance with or to cure violations of these Protective Covenants.

18. **Variances.** Grantor has the exclusive right and hereby retains the exclusive right to approve variances or otherwise change, rescind, or modify these Protective Covenants where in its judgment, any such variance will not adversely affect the development of the project.
19. **Assignment.** Grantor has and hereby retains the right to assign, in whole or in part, its rights hereunder, including the right to grant deviations. In the event Grantor elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged and filed in the appropriate Real Property Records of Harris County, Texas.

20. **Severability.** Invalidation of any one of the covenants, conditions or restrictions of these Protective Covenants shall not affect any other provision, which shall remain in full force and effect.

21. **Binding Effect.** These Protective Covenants shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

22. **Governing Law.** These Protective Covenants shall be governed by and in accordance with the laws of the State of Texas.

23. **Terminology.** The captions beside the numbered Paragraphs herein are for convenience only and shall not limit, enlarge, modify, or otherwise affect these Protective Covenants in any manner whatsoever. Whenever required by the sense and circumstances of the context of these Protective Covenants or of any deed which these Protective Covenants have been made a part thereof, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

24. **Performance.** Any obligations hereunder are performable in Harris County, Texas and any and all payments that are made hereunder are to be made in Harris County, Texas.
EXHIBIT "C"

NON-FOREIGN AFFIDAVIT
(PURSUANT to 26 U.S.C. Sec. 1443)

Date

Transferor
U.S. HOME DEVELOPMENT COMPANY, an assumed name for LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,

Transferor's Mailing Address
681 Greens Parkway, Suite 220
Houston, Texas 77067

Transferor's U.S. Taxpayer Identification Number/Social Security Number

Property
That certain tract or parcel of land being generally described on the sketch that is attached as Exhibit "A," and by metes and bounds as described on Exhibit "B," attached hereto and incorporated herein.

1. Transferor is not a foreign person for purposes of United States income taxation.

2. Transferor understands that this affidavit is necessary because Sec. 1445 of the Internal Revenue Code provides that when a foreign person disposes of a United States real property interest, the transferee is required to deduct and withhold a tax from the amount realized on the disposition.

3. Transferor understands that Transferee must retain this affidavit and that it may be disclosed to the Internal Revenue Service.

4. Under penalties of perjury, Transferor declares that Transferor has examined this affidavit and that to the best of Transferor's knowledge and belief, it is true, correct, and complete.
U.S. HOME DEVELOPMENT COMPANY
an assumes name for Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
d/b/a Friendswood Development Company

By: Lennar Texas Holding Company
a Texas Corporation, its general partner

By: ________________________________________________
                John W. Hammond, Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ___ day of
____________________, 20___, by John W. Hammond, Vice President of LENNAR TEXAS
HOLDING COMPANY, a Texas corporation as General Partner of Lennar Homes of Texas Land and
Construction, Ltd..

____________________
Notary Public, State of Texas
EXHIBIT "D"

WATER DISTRICT NOTIFICATION

The real property, described below, which you are about to purchase is located in the [insert MUD name here] (the "District"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District Authority is $ ___(__ of the $ ___ is allocated for maintenance) on each $100 of assessed valuation. The total amount of bonds, excluding refunding bonds, approved by the voters and which have been or may, at this date, be issued is $____________ plus an additional $____ _____ in recreational bonds and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is $____ _____.

If the District has not yet levied taxes, the most recent projected tax rate, as of this date, is $N/A on each $100 of assessed valuation.

The District also has the authority to adopt and impose a standby fee on property in the District that has water, sewer, sanitary or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is $0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

[use only if in a city] The District is located in whole or in part within the corporate boundaries of the City of ______________. The taxpayers of the District are subject to the taxes imposed by the municipality and by the District until the District is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the District or voters of the district.

The purpose of this District is to provide water, sewer, drainage, flood control facilities, [parks] and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the District. The legal description of the property which you are acquiring is as follows:

The surface estate of the land described as ...

"Grantor"
U.S. HOME DEVELOPMENT COMPANY
an assumes name for Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
d/b/a Friendswood Development Company

By: Lennar Texas Holding Company
a Texas Corporation, its general partner

By: ________________________________
    John W. Hammond, Vice President

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO
CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTinely ESTABLISHES TAX
RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR,
EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT.
PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF
ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to
execution of a binding contract for the purchase of the real property described in such notice or at closing
of the purchase of the real property.

Date ____________________  [Purchaser Name] (Grantee)

By: ________________________________
Name: ________________________________
Title: ________________________________

STATE OF TEXAS §

$

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ___ day of
____________________, 20___, by John W. Hammond, Vice President of LENNAR TEXAS
HOLDING COMPANY, a Texas corporation as General Partner of Lennar Homes of Texas Land and
Construction, Ltd..

______________________________
Notary Public, State of Texas

STATE OF TEXAS §

$§

COUNTY OF HARRIS §
This instrument was acknowledged before me on ________________, by
_________________________, _____________________________ of
[Purchaser Name], a __________________ corporation, on behalf of said corporation.

_________________________
Notary Public, State of Texas

"Note: (Correct district name, tax rate, bond amount, standby fee amount and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of debt service tax, if any, is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative or person acting on his behalf may modify the notice by substitution of the words 'January 1, 19___' for the words 'this date' and place the correct calendar year in the appropriate space."
EXHIBIT "E"

NOTICE TO PURCHASER(S)

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The Real Property described below, which you are purchasing, is subject to restrictions contained in the Declaration of Covenants, Conditions and Restrictions executed by Seller and recorded under Clerk's File No. ____________, Film Code ___________ in the Official Public Records of Real Property of Harris County, Texas, and the Protective Covenants attached to the General Warranty Deed conveying the Property to you executed simultaneously herewith. THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The legal description:

U.S. HOME DEVELOPMENT COMPANY
an assumes name for Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
d/b/a Friendswood Development Company

By: Lennar Texas Holding Company
a Texas Corporation, its general partner

By____________________________________________________

John W. Hammond, Vice President
The undersigned admit(s) receipt of the foregoing notice at or prior to closing the purchase of property above described.

[Purchaser Name] (Grantee)

Date: ____________________

By: _______________________

Name: _____________________

Title: _______________________

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ___ day of ____________, 20___, by John W. Hammond, Vice President of LENNAR TEXAS HOLDING COMPANY, a Texas corporation as General Partner of Lennar Homes of Texas Land and Construction, Ltd..

__________________________________________

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____________________, by ________________________ of [Purchaser Name], a ______________ corporation, on behalf of said corporation.

__________________________________________

Notary Public, State of Texas
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 12 (Continued)

Title Commitment
The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company’s right to access and use Title Data’s title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data’s records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only.** Specifically, you are sublicense to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, “deliver, exhibit, or furnish” includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**
COMMITMENT FOR TITLE INSURANCE

Issued by Fidelity National Title Insurance Company

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation) will issue our title insurance policy or policies (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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Charter Title Company
609 Main Street, Suite 4325
Houston, TX 77002
713-222-6060

By: [Signature]
President

Authorized Officer or Agent

[Signature]
Attest:

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: February 4, 2018

Commitment No.: Not Applicable  issued: February 9, 2018, 8:00 a.m.
(If applicable)

1. The policy or policies to be issued are:
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: $1,263,240.00
       PROPOSED INSURED: Rutherford Park, LP, a Texas limited partnership
   (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:
   U.S. HOME DEVELOPMENT COMPANY

4. Legal description of land:

   Being 5.842 acres of land and being a portion of PARKWAY FOREST COMMERCIAL
   RESERVE SUBDIVISION, according to the plat thereof recorded under Film Code Number
   632050, in the Map Records of Harris County, Texas, in the A. J. Holder Survey, Abstract
   Number 332, Harris County, Texas, and more particularly described by metes and bounds
   as follows: (All bearings based on Texas Coordinate System of 1983, South Central Zone)

   BEGINNING at a 5/8-inch iron rod found for the northwest corner of said PARKWAY
   FOREST COMMERCIAL RESERVE SUBDIVISION, common to the southwest corner of
   PARKWAY FOREST SECTION ONE, according to the plat thereof recorded under Volume
   194, Page 119, in the Map Records of Harris County, Texas, being on the east right-of-way
   line of C. E. King Parkway (300 feet wide) as described in Volume 3042, Page 355 of the
   Harris County Deed Records, and being the northwest corner of the herein described tract;
THENCE North 87° 18' 38" East - 436.62 feet, with the north line of said PARKWAY FOREST COMMERCIAL RESERVE SUBDIVISION, common to a south line of said PARKWAY FOREST SECTION ONE, to a 5/8-inch iron rod found for the northeast corner of the herein described tract and the northwest corner of the 9.3419 acre tract described as "Tract 1" in the deed from Ken Jones, Constable, Precinct 3, Harris County, Texas to SHELDON INDEPENDENT SCHOOL DISTRICT recorded under File Number 2015-0113865, in the Official Public Records of Real Property, of Harris County, Texas;

THENCE South 02° 42' 33" East - 612.18 feet, with the line common to said PARKWAY FOREST COMMERCIAL RESERVE SUBDIVISION and said 9.3419 acre tract, to a 5/8-inch iron rod found for the southwest corner of said 9.3419 acre tract and the southeast corner of the herein described tract, in the north right-of-way line of Tidwell Road (width varies) recorded under File No. D638568, in the Official Public Records of Real Property, of Harris County, Texas, being the beginning of a non-tangent curve to the right and from which point a 5/8-inch iron rod with cap stamped "GEOSURV" bears North 86° 11' 40" East - 5.00 feet;

THENCE in a southwesterly direction, with the north right-of-way line of said Tidwell Road and with said curve to the right, having a radius of 3575.81 feet, a central angle of 03° 22' 26", a chord bearing and distance of South 85° 37' 03" West -210.53 feet, and an arc distance of 210.56 feet to a 5/8-inch iron rod found for the end of said curve, from which point a 5/8-inch iron rod with cap stamped "GEOSURV" bears North 87° 59' 57" East - 5.01 feet;

THENCE South 87° 17' 47" West - 65.02 feet, continuing with said north right-of-way line of Tidwell Road to a 5/8-inch iron rod found for an angle corner the herein described tract and being the southeast corner of the 1.2113 acre tract described in the deed from U. S. HOME DEVELOPMENT COMPANY to HuttonCo Development LP and recorded under File No. 2009-0570086 in the Official Public Records of Real Property, of Harris County, Texas;

THENCE with the two lines common to said 1.2113 acre tract and the herein described tract the following two (2) courses and distances:

North 02° 43' 34" West - 235.00 feet to a 5/8-inch iron rod (bent) found for the northeast corner of said 1.2113 acre tract;

South 87° 17' 47" West - 225.00 feet to a 5/8-inch iron rod found for the northwest corner of said 1.2113 acre tract, being on the east right-of-way line of said C. E. King Parkway and being on the arc of a non-tangent curve to the right, from which point a found 5/8-inch iron rod with cap stamped "GEOSURV" bears South 01° 17' 10" East - 4.17 feet, and a found 1/2-inch iron rod bears South 02° 39' 47" East - 4.32 feet;

THENCE in a northerly direction, with the east right-of-way line of said C. E. King Parkway and said curve to the right, having a radius of 5136.34 feet, a central angle of 04° 16' 53", a chord bearing and distance of North 00° 37' 50" West - 383.72 feet, and an arc distance of 383.81 feet to the POINT OF BEGINNING, of the herein described tract and containing 5.842 acres of land.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Covenants, conditions and restrictions recorded in/under Film Code No. 632050 of the Map Records of HARRIS, County, Texas and Clerk’s File No(s). 20100059959 and 20100204186 of the Real Property Records of HARRIS County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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

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

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner’s Policy only.)

5. 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.

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

Fidelity National Title Insurance Company

Form T-7 Commitment for Title Insurance (Rev 01/01/2014)
Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

   a. Rights of parties in possession. (Owner Title Policy Only)
   
   b. A 16' utility easement along the north property line as shown on plat recorded in Volume 194, Page 119 of the Map Records of Harris County, Texas.

   c. A 20' sanitary sewer easement along the south property line as shown on plat recorded in Film Code No. 632050 of the Map Records of Harris County, Texas.

   d. A 10' water line easement along the west property line as shown on plat recorded in Film Code No. 632050 of the Map Records of Harris County, Texas.

   e. A 35' building line along with south and west property line(s) as shown on plat recorded in Film Code No. 632050 of the Map Records of Harris County, Texas.

   f. A 10' building line along with north and east property line(s) as shown on plat recorded in Film Code No. 632050 of the Map Records of Harris County, Texas.

   g. Drainage easement 15 feet in width on each side of the center line of all natural drainage courses as shown by plat recorded in/under Film Code No. 632050 of the Map Records of HARRIS County, Texas. (Owners Title Policy)

   h. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in/under Volume 825, Page 75 of the Deed Records of Harris County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

   i. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in/under Volume 944, Page 707 of the Deed Records of Harris County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

   j. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in/under Volume 1074, Page 71 of the Deed Records of Harris County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

   k. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in/under Volume 1074, Page 76 of the Deed Records of Harris County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

   l. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in/under Volume 2167, Page 206 of the Deed Records of Harris County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
m. Terms, conditions and provisions of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated February 11, 2010, recorded under Harris county Clerk’s File No. 20100059959.

n. Terms, conditions and provisions of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated December 17, 2009, recorded under Harris county Clerk’s File No. 20100204188.

o. The following as shown on survey by Michael L. Swan, R.P.L.S. No. 5551, dated February 1, 2018:

Wood Fence encroaching over an into property at the northwest property line.
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or 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. Ascertain who can execute instruments on behalf of record owner, and secure proof of their authority to act.

6. Subject property appears to be in Parkway Utility District. Company requires that all assessments be paid current to the date of closing.

   Section 49.452 of the Texas Water Code requires notice of the municipal utility district from Seller to Buyer by a separate written document in the prescribed statutory form, executed and acknowledged by Seller and Buyer and filed for record in the Real Property Records.

NOTE FOR INFORMATION PURPOSES:

Title vested by Deed filed June 4, 2001 under Harris County Clerk’s File No. V088908.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a Florida corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   Directors: Raymond Randall Quirk, Anthony Jon Park, Michael Louis Gravelle, Michael J. Nolan

   Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony Jon Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: FNF Charter Title Company d/b/a Charter Title Company

   a. A listing of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC which owns 100% of FNF Charter Title Company d/b/a Charter Title Company.

   b. A listing of each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: FNTS Holdings, LLC owns 100% of FNF Charter Title Company d/b/a Charter Title Company.

   c. If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

   Directors: Anthony John Park, Raymond Randall Quirk

   Officers: President and County Manager, James A. Johnson, Chairman of the Board and Chief Executive Officer, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

   d. The name of any person who is not a full time employee of the Title Insurance Agent and who receives any portion of the title insurance premium performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, amount of premium that any such person shall receive.

   e. For purposes of this Paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in the subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   You are further advised that the estimated title premium is:

   - Owner's Policy
   - Loan Policy
   - Endorsements
   - Other

   $

   Total

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

   The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
**TEXAS TITLE INSURANCE INFORMATION**

<table>
<thead>
<tr>
<th>Title insurance insures you against loss resulting from certain risks to your title.</th>
<th>El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la poliza 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.</td>
</tr>
</tbody>
</table>

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment’s terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

Texas Title Insurance Information
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

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)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 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
Wire Fraud Alert

This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:  
http://www.fbi.gov

Internet Crime Complaint Center:  
http://www.ic3.gov

Wire Fraud Alert
Original Effective Date: 5/11/2017
Current Version Date: 5/11/2017
TM and © Fidelity National Financial, Inc and/or an affiliate. All rights reserved
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<table>
<thead>
<tr>
<th>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</th>
<th>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>When Information is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
</tr>
<tr>
<td>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose not to provide any personal information to us.</td>
<td>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
</tr>
<tr>
<td>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</td>
</tr>
<tr>
<td>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice. Access and Correction: Contact Us. If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</td>
</tr>
</tbody>
</table>
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected
In the course of our business, we may collect Personal Information about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect Browsing Information from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.

- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

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Use of Collected Information
Information collected by FNF is used for three main purposes:
• To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you and to inform you about our, our affiliates’ and third parties’ products and services, jointly or independently.

When Information Is Disclosed
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section “Choices With Your Personal Information” to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal information may be made to the following categories of affiliates and nonaffiliated third parties:
• to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to our affiliate financial service providers for their use to market their products or services to you;
• to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
• to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
• to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
• other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:
• comply with a legal process or applicable laws;
• enforce this Privacy Notice;
• investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
• protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party’s own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Effective May 1, 2015; Last updated March 1, 2017 Copyright © 2017. Fidelity National Financial, Inc. All Rights Reserved.
Choices With Your Information
Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:
• for our everyday business purposes - to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
• for our own marketing purposes;
• for joint marketing with financial companies; and
• for our affiliates’ everyday business purposes - information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances (“opt-out”):
• for our affiliates’ everyday business purposes - information about your creditworthiness; and
• for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children.
The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website
The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

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International Users

FNF’s headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled “Choices with Your Information” and “Access and Correction.” If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

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APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 13

Scattered Site Information

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

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

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

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

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

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

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

If yes above, describe relationship:

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

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

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

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.

** US Representative

<table>
<thead>
<tr>
<th>Official</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sylvia Garcia</td>
<td>6</td>
</tr>
<tr>
<td>Harold V. Dutton, Jr.</td>
<td>142</td>
</tr>
</tbody>
</table>

State Senator

<table>
<thead>
<tr>
<th>Official</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Senator</td>
<td></td>
</tr>
</tbody>
</table>

Support Letter

<table>
<thead>
<tr>
<th>Official</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sylvia Garcia</td>
<td></td>
</tr>
<tr>
<td>Harold V. Dutton, Jr.</td>
<td></td>
</tr>
</tbody>
</table>

City Mayor

<table>
<thead>
<tr>
<th>Official</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Mayor</td>
<td></td>
</tr>
</tbody>
</table>

School Superintendent

<table>
<thead>
<tr>
<th>Official</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>King R. Davis</td>
<td>Sheldon ISD</td>
<td><a href="mailto:smathleu@sheldonisd.k12.tx.us">smathleu@sheldonisd.k12.tx.us</a> / (281)7272085</td>
</tr>
<tr>
<td>Address</td>
<td>11411 C. E. king Pkwy</td>
<td>Houston</td>
</tr>
</tbody>
</table>

Presiding officer of Board of Trustees

<table>
<thead>
<tr>
<th>Official</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fred Rivas</td>
<td>(281)727-2085</td>
</tr>
<tr>
<td>Address</td>
<td>11411 C.E. King Pkwy</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.
### Elected Officials (Continued)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Stardig</td>
<td>City Council Member</td>
<td>A</td>
<td><a href="mailto:districta@houstontx.gov">districta@houstontx.gov</a></td>
</tr>
<tr>
<td>Jerry Davis</td>
<td>City Council Member</td>
<td>B</td>
<td><a href="mailto:districtb@houstontx.gov">districtb@houstontx.gov</a></td>
</tr>
<tr>
<td>Ellen R. Cohen</td>
<td>City Council Member</td>
<td>C</td>
<td><a href="mailto:districtc@houstontx.gov">districtc@houstontx.gov</a></td>
</tr>
<tr>
<td>Dwight Boykins</td>
<td>City Council Member</td>
<td>D</td>
<td><a href="mailto:districtd@houstontx.gov">districtd@houstontx.gov</a></td>
</tr>
<tr>
<td>Dave Martin</td>
<td>City Council Member</td>
<td>E</td>
<td><a href="mailto:districte@houstontx.gov">districte@houstontx.gov</a></td>
</tr>
<tr>
<td>Steve Le</td>
<td>City Council Member</td>
<td>F</td>
<td><a href="mailto:districtf@houstontx.gov">districtf@houstontx.gov</a></td>
</tr>
<tr>
<td>Greg Travis</td>
<td>City Council Member</td>
<td>G</td>
<td><a href="mailto:districtg@houstontx.gov">districtg@houstontx.gov</a></td>
</tr>
<tr>
<td>Karla Cisneros</td>
<td>City Council Member</td>
<td>H</td>
<td><a href="mailto:districth@houstontx.gov">districth@houstontx.gov</a></td>
</tr>
<tr>
<td>Robert Gallegos</td>
<td>City Council Member</td>
<td>I</td>
<td><a href="mailto:districti@houstontx.gov">districti@houstontx.gov</a></td>
</tr>
<tr>
<td>Mike Laster</td>
<td>City Council Member</td>
<td>J</td>
<td><a href="mailto:districtj@houstontx.gov">districtj@houstontx.gov</a></td>
</tr>
<tr>
<td>Larry Green</td>
<td>City Council Member</td>
<td>K</td>
<td><a href="mailto:districtk@houstontx.gov">districtk@houstontx.gov</a></td>
</tr>
<tr>
<td>Mike Knox</td>
<td>City Council Member</td>
<td>At Large 1</td>
<td><a href="mailto:atlarge1@houstontx.gov">atlarge1@houstontx.gov</a></td>
</tr>
<tr>
<td>David W. Robinson</td>
<td>City Council Member</td>
<td>At Large 2</td>
<td><a href="mailto:atlarge2@houstontx.gov">atlarge2@houstontx.gov</a></td>
</tr>
</tbody>
</table>

### Elected Officials (Continued)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Kubosh</td>
<td>City Council Member</td>
<td>At Large 3</td>
<td><a href="mailto:atlarge3@houstontx.gov">atlarge3@houstontx.gov</a></td>
</tr>
<tr>
<td>Amanda Edwards</td>
<td>City Council Member</td>
<td>At Large 4</td>
<td><a href="mailto:atlarge4@houstontx.gov">atlarge4@houstontx.gov</a></td>
</tr>
<tr>
<td>Jack Christie</td>
<td>City Council Member</td>
<td>At Large 5</td>
<td><a href="mailto:atlarge5@houstontx.gov">atlarge5@houstontx.gov</a></td>
</tr>
<tr>
<td>Rodney Ellis</td>
<td>County Commissioner</td>
<td>Precinct 1</td>
<td>(713) 755-6111 <a href="mailto:lance.gilliam@cp1.hctx.net">lance.gilliam@cp1.hctx.net</a></td>
</tr>
<tr>
<td>Jack Morman</td>
<td>County Commissioner</td>
<td>Precinct 2</td>
<td><a href="mailto:jack.morman@pct2.hctx.net">jack.morman@pct2.hctx.net</a></td>
</tr>
<tr>
<td>Steve Radack</td>
<td>County Commissioner</td>
<td>Precinct 3</td>
<td><a href="mailto:pct3@hctx.net">pct3@hctx.net</a></td>
</tr>
<tr>
<td>R. Jack Cagle</td>
<td>County Commissioner</td>
<td>Precinct 4</td>
<td><a href="mailto:commissionercagle@hcp4.net">commissionercagle@hcp4.net</a></td>
</tr>
</tbody>
</table>

County Commissioner
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

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.

<table>
<thead>
<tr>
<th>Organization Identified</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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.

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

1. [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 Forms.

☐ Notifications made at Application:

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

Part 2.

Notifications - Form and Content:

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

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

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

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

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

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

Part 3.

Not a Neighborhood Organization (Non-Competitive HTC only):

X I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9.6(1)(4) of the GAP or for which notification is required.

Part 4.

Signature:

By: J. Steve Ford

Printed Name

2/23/18

Date

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of February, 2018.

[Signature]
Notary Public Signature
Tab 17

Development Narrative
# Development Narrative

1. **The proposed Development is:** *(Check all that apply)*
   - **New Construction**
   - **and/or:**
     - **(adaptive reuse select New Construction here and adaptive reuse in next box)**

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

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

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

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

   Elderly Preference is based on funding from:

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

   **Rutherford Park**, a proposed 114-unit independent family living apartment community will be located in the 12300 block of Tidwell (NEC of Tidwell and C E King Parkway), Houston ETJ, Harris County, Texas. The area is in need of modern rental units. Rutherford Park will be new construction with an exterior combination of brick, and hardi-plank. There will be five three-story buildings. Garages and carports will be offered to all residents. Additionally, there will be open parking spaces that will more than satisfy Harris County requirements and resident needs. The project will have a first-class amenity center with approximately 5,400 sf. The proposed project will be prewired for cable and internet in each unit and will have controlled access entry gates. This will be a class "A" apartments project. Rutherford Park will feature best-in-class amenities including an outdoor swimming pool, playground equipment, outdoor grills, outdoor cabana, and fully equipped fitness center. The clubhouse will include large screen TV, sitting area, and a fully equipped kitchen with top of the line energy star rated appliances. A fully equipped busines center with computers, printers, fax machines will also be provided to the residents at no extra cost. A contract with a supportive services provider will be signed and various services will be optional to the tenants at no extra cost.

   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>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Has this site/activity previously received TDHCA funds? [ ] No

If "Yes" Enter Project Number: [ ] N/A and TDHCA funding source: [ ] N/A

Has this site/activity previously received non-TDHCA federal funding? [ ] N/A

If yes, source: [ ] N/A

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

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

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

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

If a revised form is submitted, date of submission: [ ]
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 18

Development Activities Part I
### Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**
   - **# of Units** must qualify for **13** Points
   - Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))**
   - **A. Unit Sizes**
     - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     - | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
       |-------------|---|---|---|---|---|
       | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |
   - **OR:**
     - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.
   - **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**
     - Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
     - Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(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(h)(8) of the Uniform Multifamily Rules.
     - **Yes**
     - 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.
     - **Yes**
   - 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

- Certification for Section 811 PRA Program Participation
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:
  - **X** Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant;  
    - Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
  - *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- Points claimed: 8

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 15 percent of all low-income Units at 30% or less of AMGI or, for a development located in a rural area, 7.5 percent of all low-income Units at 30% or less of AMGI*  
  - 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)]**

<table>
<thead>
<tr>
<th>47</th>
<th>Total Number of Units at 50% or less of AMGI</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Number of 30% Units used to score points under §11.9(c)(2)*</td>
</tr>
<tr>
<td>0</td>
<td>Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)</td>
</tr>
<tr>
<td>37</td>
<td>Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)</td>
</tr>
</tbody>
</table>

- Percentage used for calculation of eligible points under §11.9(c)(1)

- **X** Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developmental proposed in all other areas.

- Points Claimed: 16

4. **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**

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

- Points Claimed: 11

5. **Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]**

- Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.
- **X** Supportive Housing Development proposed by a Qualified Nonprofit
- All other Developments.

- Points Claimed: 9
### 6. Tenant Populations with Special Housing Needs [Competitive HTC, MFDL, and Section 811 Applications] \[$11.9(\text{c})(7); \text{§13.6(6)}\]

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

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

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

- **Existing Development Name:** Crawford Park (AKA The Masters)
- **TDHCA #:** 4425

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

Points Claimed: **10**

**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

- **Application is seeking points for Tenant Populations.**

OR

- **Attended behind this tab is the executed Certification for Section 811 PRA Program Participation.**

Points Claimed: **2**

**C.** If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds.

- **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

- **Attended behind this tab is the executed Certification for Section 811 PRA Program Participation.**

Points Claimed: **0**

---

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

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

9. **Historic Preservation (Competitive HTC Applications only) [$11.9(e)(6)]**
   - Application requests points for Historic Preservation.  
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.  
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.  
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.  
   - At least 75% of the residential units will be within the Certified Historic Structure.  
   - Attached behind this tab are the THC letter and other documentation described above.  
   - Application is eligible for five (5) points.  
   - Points: **0**

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

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

On behalf of the Applicant and all affiliates of the Applicant (“Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance (“PRA”) program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs (“TDHCA”) Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract (“RAC”) and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, a TDHCA approved Existing Development, or if allowed by TDHCA, for an awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, any requested materials, including pictures, to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to apply for 811 PRA funds or seek other additional administrative penalties.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) have written below the name of the individual authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual has
the full authority and has been authorized by all of the Parties, Affiliates, or Associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

**Property Condition Standards Certification**

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that a TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for deficiency resolution within the timeframes mandated by the Uniform Multifamily Rules at 10 TAC Chapter 10 or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.
a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

i. **Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a)** – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

ii. **Notice of Evaluation 24 CFR §35.125(a)** – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

iii. **Clearance Report 24 CFR §35.930(b)(3)** – A report indicating a “clearance examination” was performed of the work-site upon completion; and

iv. **Notice of Hazard Reduction Completion 24 CFR §35.125(b)** – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

**Environmental**

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

**Displacement of Existing Tenants**

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and regulations at 49 CFR Part 24. Hence, I(We) commit to minimize the direct and indirect displacement of persons from their homes and assure full compliance with URA federal relocation assistance mandates including adherence to TDHCA established procedure relocation requirements.

**Davis Bacon**

I (We) certify that if Davis Bacon is applicable to this award, I (We) will fully comply with contract Federal labor law mandates and TDHCA established labor standards procedural requirements.
Energy and Water Conservation

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

Procurement of Recovered Materials

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

Housing Standards for Assisted Units

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

Eligibility and Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:

1. obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR Part 5, subpart B. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;

2. obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance.

(5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR Part 5), or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
Uniform Multifamily Application Section 811 PRA Certification

I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

**Management Practices Certification**

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of Section 811 PRA unit vacancies if requested by TDHCA. I (We) certify that, once a RAC is executed, that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be sent to TDHCA. TDHCA will consider lease addendums on a case by case basis and may decide to send to HUD for approval. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (we) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this
inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant recertifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By: [Signature]

Signature of Authorized Representative

J. Steve Ford

Printed Name

Manager of Rutherford Park GP, LLC, the General Partner

Title

02/23/2018

Date

The State of Texas

$  

$  

COUNTY OF HARRIS

$  

Before me, a notary public, on this day personally appeared J. Steve Ford, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of February, 2018

(Seal)

LILY KAVTHEKAR Notary Public, State of Texas My Commission Expires November 20, 2019

Notary Public Signature
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 20

Existing Development Information

Not Applicable
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

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

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

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

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

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

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

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

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

- The affordability restrictions and any At-Risk eligible subsidies are approved to be administered 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
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 21

Occupied Rehabilitation Developments

Not Applicable
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.

If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency.

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).

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

X 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.

X 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

X 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

X 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)

X Elevations for each side of each building type and must include:
- a percentage estimate of the exterior composition of each elevation
- roof pitch

X Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
RUTHERFORD PARK
A Multi-Family Community

MUCASEY & Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1762
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Rutherford Park

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Amenity Center Elevations
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Unit "A2" Floor Plan
Unit "A3" Floor Plan
Unit "A4" Floor Plan
Unit "A5 H.C." Floor Plan
Unit "B1" Floor Plan
Unit "B2" Floor Plan
Unit "B3" Floor Plan
Unit "B4" Floor Plan
Unit "B5 H.C." Floor Plan
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Unit "C2" Floor Plan
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Garage Type 2 - Floor Plan and Elevations
Garage Type 3 - Floor Plan and Elevations
Grille House Floor Plan & Elevations
Project Summary

Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>6</td>
<td>625 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>12</td>
<td>625 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath</td>
<td>4</td>
<td>776 s.f.</td>
</tr>
<tr>
<td>A4</td>
<td>One Bedroom, 1 Bath</td>
<td>12</td>
<td>776 s.f.</td>
</tr>
<tr>
<td>A5</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>2</td>
<td>776 s.f.</td>
</tr>
</tbody>
</table>

Total One Bedroom Units: 36 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>7</td>
<td>999 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath</td>
<td>14</td>
<td>999 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Bath</td>
<td>4</td>
<td>1,019 s.f.</td>
</tr>
<tr>
<td>B4</td>
<td>Two Bedroom, 2 Bath</td>
<td>14</td>
<td>1,019 s.f.</td>
</tr>
<tr>
<td>B5</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>3</td>
<td>1,023 s.f.</td>
</tr>
</tbody>
</table>

Total Two Bedroom Units: 42 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Three Bedroom, 2 Bath</td>
<td>6</td>
<td>1,168 s.f.</td>
</tr>
<tr>
<td>C2</td>
<td>Three Bedroom, 2 Bath</td>
<td>12</td>
<td>1,168 s.f.</td>
</tr>
<tr>
<td>C3</td>
<td>Three Bedroom, 2 Bath</td>
<td>4</td>
<td>1,175 s.f.</td>
</tr>
<tr>
<td>C4</td>
<td>Three Bedroom, 2 Bath</td>
<td>12</td>
<td>1,175 s.f.</td>
</tr>
<tr>
<td>C5</td>
<td>Three Bedroom, 2 Bath (H.C.)</td>
<td>2</td>
<td>1,175 s.f.</td>
</tr>
</tbody>
</table>

Total Three Bedroom Units: 36 Units

Apartments Net Rentable Total: 114 Units  109,782 s.f.

Grille House: 700 s.f.

Amenity Center: 4,565 s.f.

Amenity Patio: 135 s.f.

Garages: 8,938 s.f.

Apartment Patio / Balcony: 6,645 s.f.

Total Breezeway & Stairs: 8,609 s.f.

Other Support Areas: 3,372 s.f.

Project Total: 142,046 s.f.

Parking:

Parking required:

1.33 cars per One bedroom Unit x 36 units = 47.88 cars

1.67 cars per Two bedroom Unit x 42 units = 70.14 cars

2.0 cars per Three bedroom Unit x 36 units = 72 cars

Total Parking Required: 190.02 cars

Parking Provided:

<table>
<thead>
<tr>
<th>Van</th>
<th>H.C.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible</td>
<td>Accessible</td>
<td></td>
</tr>
<tr>
<td>Open Parking (secured)</td>
<td>1 4 59</td>
<td>64 cars</td>
</tr>
<tr>
<td>Carports</td>
<td>1 3 76</td>
<td>80 cars</td>
</tr>
<tr>
<td>Detached Garages</td>
<td>1 2 32</td>
<td>35 cars</td>
</tr>
<tr>
<td>Amenity Parking (non-secured)</td>
<td>1 0 11</td>
<td>12 cars</td>
</tr>
<tr>
<td>Total Parking Provided:</td>
<td>4 9 178</td>
<td>191 cars</td>
</tr>
</tbody>
</table>

Building Matrix:

<table>
<thead>
<tr>
<th>Bldg. Type 1</th>
<th>Bldg. Type 2a</th>
<th>Bldg. Type 2b</th>
<th>Bldg. Type 3</th>
<th>Bldg. Type 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Bldg. #1)</td>
<td>(Bldg. #2)</td>
<td>(Bldg. #3)</td>
<td>(Bldg. #4)</td>
<td>(Bldg. #5)</td>
</tr>
<tr>
<td>2 A1 units</td>
<td>2 A2 units</td>
<td>2 A3 units</td>
<td>2 A1 units</td>
<td>3 B1 units</td>
</tr>
<tr>
<td>4 A2 units</td>
<td>1 B3 unit</td>
<td>1 A3 unit</td>
<td>1 A3 unit</td>
<td>1 B3 unit</td>
</tr>
<tr>
<td>4 A4 units</td>
<td>1 B5 HC unit</td>
<td>1 A5 HC unit</td>
<td>1 A5 HC unit</td>
<td>2 C1 units</td>
</tr>
<tr>
<td>2 C1 units</td>
<td>1 B1 unit</td>
<td>1 B1 unit</td>
<td>1 B1 unit</td>
<td>4 C2 units</td>
</tr>
<tr>
<td>2 C2 units</td>
<td>1 B3 unit</td>
<td>1 B3 unit</td>
<td>1 B3 unit</td>
<td>4 C4 units</td>
</tr>
<tr>
<td>2 C3 units</td>
<td>2 B4 units</td>
<td>2 B4 units</td>
<td>2 B4 units</td>
<td>24 Total units</td>
</tr>
<tr>
<td>4 C4 units</td>
<td>2 C2 units</td>
<td>2 C2 units</td>
<td>2 C2 units</td>
<td>24 Total units</td>
</tr>
<tr>
<td>2 C5 units</td>
<td>1 C1 unit</td>
<td>1 C1 unit</td>
<td>1 C1 unit</td>
<td>24 Total units</td>
</tr>
<tr>
<td>1 C5 HC unit</td>
<td>1 C5 HC unit</td>
<td>1 C5 HC unit</td>
<td>1 C5 HC unit</td>
<td>24 Total units</td>
</tr>
<tr>
<td>24 Total units</td>
<td>24 Total units</td>
<td>24 Total units</td>
<td>24 Total units</td>
<td>24 Total units</td>
</tr>
</tbody>
</table>
The Property does not lie within the 100-year or 500-year flood plains. Storm water detention and permanent storm water quality management features will be required. Approximately 3.80 acre-feet (17,328 cubic feet) of detention storage will be required by the Harris County Engineering Department for the development.

### Project Summary

<table>
<thead>
<tr>
<th>Apartments</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1, 1 Bed</td>
<td>8</td>
<td>625 sq ft</td>
</tr>
<tr>
<td>A2, 2 Bed</td>
<td>12</td>
<td>625 sq ft</td>
</tr>
<tr>
<td>A3, 1 Bed</td>
<td>4</td>
<td>750 sq ft</td>
</tr>
<tr>
<td>A4, 2 Bed</td>
<td>12</td>
<td>750 sq ft</td>
</tr>
<tr>
<td>A5, 1 Bed (B)</td>
<td>2</td>
<td>750 sq ft</td>
</tr>
<tr>
<td>Total One Bedroom Units</td>
<td>26</td>
<td>Units</td>
</tr>
<tr>
<td>B1, 2 Bed</td>
<td>7</td>
<td>809 sq ft</td>
</tr>
<tr>
<td>B2, 2 Bed</td>
<td>14</td>
<td>809 sq ft</td>
</tr>
<tr>
<td>B3, 1 Bed</td>
<td>4</td>
<td>1,049 sq ft</td>
</tr>
<tr>
<td>B4, 2 Bed</td>
<td>14</td>
<td>1,049 sq ft</td>
</tr>
<tr>
<td>B5, 1 Bed (B)</td>
<td>9</td>
<td>1,049 sq ft</td>
</tr>
<tr>
<td>Total Two Bedroom Units</td>
<td>42</td>
<td>Units</td>
</tr>
<tr>
<td>C1, 2 Bed</td>
<td>12</td>
<td>1,188 sq ft</td>
</tr>
<tr>
<td>C2, 2 Bed</td>
<td>12</td>
<td>1,188 sq ft</td>
</tr>
<tr>
<td>C3, 2 Bed</td>
<td>12</td>
<td>1,188 sq ft</td>
</tr>
<tr>
<td>C4, 2 Bed</td>
<td>12</td>
<td>1,188 sq ft</td>
</tr>
<tr>
<td>C5, 2 Bed (B)</td>
<td>9</td>
<td>1,188 sq ft</td>
</tr>
<tr>
<td>Total Three Bedroom Units</td>
<td>36</td>
<td>Units</td>
</tr>
</tbody>
</table>

**Apartment Net Rentable Total:** 194 Units

- **Gin House:** 700 sq ft
- **Amenity Center:** 4,910 sq ft
- **Amenity Area:** 148 sq ft
- **Garages:** 8,858 sq ft
- **Apartment Parking/Driveway:** 2,005 sq ft
- **Total Utilities & Storage:** 2,789 sq ft
- **Total Construction:** 112,820 sq ft

**Parking:**

- **Parking required:** 1.3 parking spaces per 1 Bed Unit, 1.4 parking spaces per 2 Bed Unit, 2 parking spaces per 3 Bed Unit
- **Total Parking Required:** 100.22

**Building Materials:**

- **Type 1:** 1.5 Bed, 31 Bed, 34 Total units
- **Type 2:** 1.5 Bed, 31 Bed, 34 Total units
- **Type 3:** 1.5 Bed, 31 Bed, 34 Total units
- **Type 4:** 1.5 Bed, 31 Bed, 34 Total units

**Per feasibility study - bps**

Per feasibility study - bps

The project site plan and preliminary utility layout materially adheres to all applicable site development regulations.

---

**SITE PLAN**

**Rutherford Park**

Mucasey & Associates, Architects

---

**See feasibility report - bps**

**O** is "open"

4 AOPS
2 van AOPS
3 ACP
1 van ACP
2 AG
1 van AG

64+12=76  
guest telephone?
Service Unit Equivalency Table provided in Exhibit 13. One service unit ("SU") is defined as 250 gallons per day ("gpd"). Residence apartments with washers and dryers are assessed at 0.4762 service units per apartment unit. Based on the site plan provided in Exhibit 1, 114 apartment units would require 54.2868 service units or 13,572 gpd. Application should be made to the District Engineer of Parkway Municipal Utility District for reservation of this wastewater demand.

ii. Harris County Permit Division Review Fees

The Harris County Permit Division permit fees are based on the proposed valuation of the project and various types of permits that may be required. Exhibit 14 provides the current Harris County permit fee schedule.

IV. ENGINEERING SERVICES

A. Boundary and Topographical Survey

A boundary and topographical survey was prepared by IDS Engineering Group dated February 1, 2018. See Exhibit 4.

B. Preliminary Civil Site Utility Plan

The preliminary underground utility layout including water, sanitary sewer and storm sewer system is provided in Exhibit 15.

C. On-Site Storm Water Detention Requirements

On-site storm water detention is required by the Harris County Engineering Department for the development of the Property. Because the development will drain to the 72-inch storm sewer in Tidwell Road which is maintained by Harris County, the Harris County detention requirement of 0.65 acre-foot per acre of developed property will govern.
AMENITY CENTER - Front Elevation

AMENITY CENTER - Left Side Elevation

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, square footage of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
AMENITY CENTER - Back Elevation

AMENITY CENTER - Right Side Elevation
Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, plans of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Rutherford Park
Mucasey & Associates, Architects

625 s.f.

DISCLAIMER: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the maximum permitted unit size.
UNIT "B1" - Two Bedroom, 2 Bath

Rutherford Park
Mucasey & Associates, Architects

FAIR HOUSING ACCESSIBLE 999 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, reports of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath

Rutherford Park
Mucasey & Associates, Architects

TSWCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B3" - Two Bedroom, 2 Bath

Rutherford Park
Mucasey & Associates, Architects

FAIR HOUSING ACCESSIBLE 1,019 s.f.

TOSCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B5" - Two Bedroom, 2 Bath

Rutherford Park
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE 1,023 s.f.

TINCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, reports of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "C2" - Three Bedroom, 2 Bath

Rutherford Park
Mucasey & Associates, Architects

1,168 s.f.

7206CA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "C3" - Three Bedroom, 2 Bath

Rutherford Park
Mucasey & Associates, Architects

FAIR HOUSING ACCESSIBLE 1,175 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "C4" - Three Bedroom, 2 Bath

Rutherford Park

Mucasey & Associates, Architects

1,175 s.f.

TORCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the construction, ultimately selected and provided.
BUILDING TYPE 1 - Third Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 2 - First Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

BUILDING TYPE 2a (Bldg. #2)
Total Net Rentable Area: 21,489 s.f.
Total Patio/Balc. Area: 1,389 s.f.
Total Breezeway Area: 1,740 s.f.
Other Support Areas: 704 s.f.
Total Gross Building Area: 25,322 s.f.

BUILDING TYPE 2b (Bldg. #3)
Total Net Rentable Area: 21,489 s.f.
Total Patio/Balc. Area: 1,389 s.f.
Total Breezeway Area: 1,740 s.f.
Other Support Areas: 704 s.f.
Total Gross Building Area: 25,322 s.f.
BUILDING TYPE 2 - Second Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the animation ultimately selected and provided.
BUILDING TYPE 2 - Third Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDAHCA Disclaimer: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - First Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - First Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

<table>
<thead>
<tr>
<th>Building Type 3 (Bldg. #4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Net Rentable Area:</td>
</tr>
<tr>
<td>Total Patio/Balc. Area:</td>
</tr>
<tr>
<td>Total Breezeway Area:</td>
</tr>
<tr>
<td>Other Support Areas:</td>
</tr>
<tr>
<td>Total Gross Building Area:</td>
</tr>
</tbody>
</table>
BUILDING TYPE 3 - Second Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the architecture ultimately selected and provided.
BUILDING TYPE 4 - First Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the construction ultimately selected and provided.
**BUILDING TYPE 4 - First Floor Plan**

*Rutherford Park*

*Mucasey & Associates, Architects*

**TDHCA Disclosure:** In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

---

**Building Type 4 (Bldg. #5)**

- **Total Net Rentable Area:** 18,170 s.f.
- **Total Patio/Balc. Area:** 1,063 s.f.
- **Total Breezeway Area:** 1,689 s.f.
- **Other Support Areas:** 637 s.f.

**Total Gross Building Area:** 21,559 s.f.
BUILDING TYPE 1 - Front Elevation

BUILDING TYPES 1, 2 & 3 - Typical Right End Elevation

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 2 - Back Elevation (Partial)

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the architecture ultimately selected and provided.
BUILDING TYPE 3 - Front Elevation

BUILDING TYPE 3 - Back Elevation

Rutherford Park
Mucasey & Associates, Architects
BUILDING TYPE 4 - Front Elevation

BUILDING TYPE 4 - Right Side Elevation

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the materials ultimately selected and provided.
BUILDING TYPE 4 - Back Elevation

BUILDING TYPE 4 - Left Side Elevation

Rutherford Park
Mucasey & Associates, Architects

DISCLOSURE: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Garage Type 2 - Floor Plan & Elevations

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Garage Type 3 - Floor Plan & Elevations
Rutherford Park
Mucasey & Associates, Architects

TDIC&CA Disclaimer: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Building Plan
TOTAL GROSS BUILDING AREA: 700 S.F.

Front Elevation

Right Side Elevation

Back Elevation

Left Side Elevation

Grille House - Floor Plan & Elevations
Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, expose of this development may be subject to change, including but not limited to, changes in the contents ultimately selected and provided.
Tab 23

Specifications and 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.

#### Development will have:
- **Fire Sprinklers**: X
- **Elevators**: NO
- **# of Elevators**: 0

#### Number of Parking Spaces (consistent with Architectural Drawings):
- Shed or Flat Roof Carport Spaces: N/A
- Detached Garage Spaces: N/A
- Attached Garage Spaces: N/A
- Uncovered Spaces: N/A
- Structured Parking Garage Spaces: N/A

#### Floor Composition/Wall Height:
- % Carpet/Vinyl/Resilient Flooring: 9
- Ceiling Height: 10
- % Ceramic Tile: N/A
- Upper Floor(s) Ceiling Height (Townhome Only): 9
- % Other: Describe: (Cell is empty)

#### Building Configuration (Check all that apply):
- N/A Single Family Construction
- N/A SRO
- N/A Transitional (per §42(i)(3)(B))
- N/A Duplex
- N/A Scattered Site
- N/A Fourplex
- X > 4 Units Per Building
- N/A Townhome

#### Building Configuration:
- Fire Sprinklers: X
- Elevators: NO
- # of Elevators: 0
- N/A Weight Capacity

---

**Number of Units Per Building**

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bathrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>625</td>
<td>2</td>
<td>2</td>
<td>3,750</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>625</td>
<td>4</td>
<td>4</td>
<td>7,500</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>776</td>
<td>1</td>
<td>1</td>
<td>3,104</td>
</tr>
<tr>
<td>A4</td>
<td>1</td>
<td>776</td>
<td>1</td>
<td>1</td>
<td>9,312</td>
</tr>
<tr>
<td>A5</td>
<td>1</td>
<td>776</td>
<td>2</td>
<td>2</td>
<td>1,552</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>999</td>
<td>2</td>
<td>1</td>
<td>6,993</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>999</td>
<td>4</td>
<td>2</td>
<td>13,986</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>1,019</td>
<td>1</td>
<td>1</td>
<td>4,076</td>
</tr>
<tr>
<td>B4</td>
<td>2</td>
<td>1,019</td>
<td>4</td>
<td>2</td>
<td>14,266</td>
</tr>
<tr>
<td>B5</td>
<td>2</td>
<td>1,019</td>
<td>1</td>
<td>1</td>
<td>3,069</td>
</tr>
<tr>
<td>C1</td>
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<td>1,168</td>
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<td>1</td>
<td>7,008</td>
</tr>
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<td>C2</td>
<td>3</td>
<td>1,168</td>
<td>4</td>
<td>2</td>
<td>14,016</td>
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<tr>
<td>C3</td>
<td>3</td>
<td>1,175</td>
<td>2</td>
<td>2</td>
<td>4,700</td>
</tr>
<tr>
<td>C4</td>
<td>3</td>
<td>1,175</td>
<td>4</td>
<td>2</td>
<td>14,100</td>
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<tr>
<td>C5</td>
<td>3</td>
<td>1,175</td>
<td>1</td>
<td>1</td>
<td>2,350</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Number of Buildings</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>24</td>
<td>114</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>18</td>
<td></td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**

Enter the total development common area from the architect's plans:

- Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

- 5,700

The lesser of these two numbers added to NRA:

- 109,782

If a revised form is submitted, date of submission: (Cell is empty)
### 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>Building Configuration</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Check all that apply)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Development will have:</td>
<td>X</td>
<td>NO</td>
<td>0</td>
<td>N/A</td>
</tr>
</tbody>
</table>

#### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>35</td>
</tr>
<tr>
<td>4</td>
<td>76</td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
<th>% Ceramic Tile</th>
<th>Upper Floor(s) Ceiling Height (Townhome Only)</th>
<th>% Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>10</td>
<td>N/A</td>
<td>N/A</td>
<td>Describe:</td>
</tr>
</tbody>
</table>

#### Supporting Housing Applicants Only

- Enter the total development common area from the architect's plans: [ ].
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: [5,700].
- The lesser of these two numbers added to NRA: [109,782].

Use this number to figure points under 11.9(e)(2)

### Net Rentable Square Footage from Rent Schedule

109,782

---

**Table:**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Unit Label</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>6</td>
<td>3,750</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>12</td>
<td>7,500</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>3,104</td>
</tr>
<tr>
<td>A4</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>12</td>
<td>9,312</td>
</tr>
<tr>
<td>A5</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1,552</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>7</td>
<td>6,993</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>14</td>
<td>13,986</td>
</tr>
<tr>
<td>B3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>4,076</td>
</tr>
<tr>
<td>B4</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>14</td>
<td>14,266</td>
</tr>
<tr>
<td>B5</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>14,100</td>
</tr>
<tr>
<td>C1</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>6</td>
<td>2,350</td>
</tr>
<tr>
<td>C2</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>12</td>
<td>14,100</td>
</tr>
<tr>
<td>C3</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>14,100</td>
</tr>
<tr>
<td>C4</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>12</td>
<td>14,100</td>
</tr>
<tr>
<td>C5</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2,350</td>
</tr>
</tbody>
</table>

Totals: 24 24 24 24 18 - - - - - - 114 109,782

---

MF-7/12/2018-11:20am-bps
Mobility Units calculation
### Accessible Mobility Units Calculation

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

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

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - 1/1</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>B - 2/2</td>
<td>42</td>
<td>5%</td>
<td>2.1</td>
<td>2.1</td>
<td>3</td>
</tr>
<tr>
<td>C - 3/2</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>114</td>
<td></td>
<td>5.7</td>
<td>5.7</td>
<td>7</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></td>
<td></td>
<td></td>
<td></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; 10C)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]  
Mark S. MCASEY  
Printed Name  
MCASEY & ASSOCIATES, ARCHITECTS  
Firm Name (If applicable)
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Tab 23b

Accessible Hearing/Visual Units Calculation
**Accessible Hearing/Visual Units Calculation**

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>114</td>
<td>2%</td>
<td>2.28</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>A - 1/1</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B - 2/2</td>
<td>42</td>
<td>2%</td>
<td>0.84</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C - 3/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>114</strong></td>
<td></td>
<td><strong>2.28</strong></td>
<td><strong>3</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td></td>
<td><strong>1.36</strong></td>
<td><strong>3</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

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

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

By:

Signature: ____________________________
Date: 2/22/18

Printed Name: MARK S. MUCASEY
Firm Name: MUCASEY & ASSOCIATES, ARCHITECTS

**RUTHERFORD PARK**
Tab 23C

Accessible Parking Calculation
ACCESSIBLE PARKING CALCULATION

Mucasey & Associates, Architects

The accessible parking calculation worksheet in the 2018 Multi-family Uniform Application is not a workable spreadsheet. We have contacted TDHCA and have discussed this with both Ben Sheppard and Michael Podoloff to find a workable formula. Mr. Sheppard recommended not to use the worksheet in the application but to write a description of our method used to calculate accessible parking. Mr. Podoloff recommended the calculation method outlined below.

H.C. UNIT CALCULATION:

<table>
<thead>
<tr>
<th>スペース</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>ONE BDRM (X) 5% = 2</td>
<td>H.C. ACCESSIBLE UNITS REQUIRED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>TWO BDRM (X) 5% = 3</td>
<td>H.C. ACCESSIBLE UNITS REQUIRED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>THREE BEDRM UNITS (X) 5% = 2</td>
<td>H.C. ACCESSIBLE UNITS REQUIRED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>H.C. ACCESSIBLE UNITS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H.C. PARKING CALCULATION METHODS BASED ON:

FHA: 191/3 TOTAL SPACES (-) 7 H.C. UNITS (-) 1 H.C. SPACE AT AMENITY.

\[
\text{Based on } \% \text{ of Fair Housing Accessible Units} = \frac{56}{56} \times (X) \times 2\% = 2 \text{ ADDITIONAL H.C. SPACES}
\]

TOTAL H.C. SPACES = 7 H.C. UNIT SPACES (+) 1 AMENITY (+) 2 ADDITIONAL. H.C. SPACES = 10. HIGHER TOTAL RULES.

ADA: 191 TOTAL SPACES (-) 114 ONE SPACE/TOTAL UNITS (-) 7 H.C. UNITS.

\[
\text{Based on } \% \text{ of Fair Housing Accessible Units} = \frac{70}{70} \times (X) \times 2\% = 2 \text{ ADDITIONAL H.C. SPACES}
\]

TOTAL H.C. SPACES = 7 H.C. UNIT SPACES (+) 1 AMENITY (+) 2 ADDITIONAL. H.C. SPACES = 10. HIGHER TOTAL RULES.

TYPES OF PARKING PROVIDED PER ADA TABLE 208.2:

<table>
<thead>
<tr>
<th>SURFACE</th>
<th>TOTAL PROVIDED</th>
<th>REQUIRED ACCESSIBLE</th>
<th>PROVIDED ACCESSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>76</td>
<td>4 HC 1 VAN</td>
<td>4 HC 2 VAN</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>1 HC 1 VAN</td>
<td>2 HC 1 VAN</td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>3 HC 1 VAN</td>
<td>3 HC 1 VAN</td>
<td></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.

Mark S. Mucasey

Printed Name

Mucasey & Associates, Architects

Firm Name

February 22, 2018

Date

RUTHERFORD PARK
Tab 24

Rent Schedule
<table>
<thead>
<tr>
<th>Program</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1,344</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>604</td>
</tr>
<tr>
<td>TC 50%</td>
<td>12</td>
<td>7,248</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1,208</td>
</tr>
<tr>
<td>TC 60%</td>
<td>1</td>
<td>738</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>7,032</td>
</tr>
<tr>
<td>MR</td>
<td>10</td>
<td>7,898</td>
</tr>
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<td>1</td>
<td>7,18</td>
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<tr>
<td>MR</td>
<td>7</td>
<td>8,000</td>
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<tr>
<td>MR</td>
<td>3</td>
<td>1,150</td>
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<td>9,108</td>
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<td>8,790</td>
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<td>879</td>
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<td>MR</td>
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<td>8,050</td>
</tr>
</tbody>
</table>

Non Rental Income

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>per unit/month for:</th>
<th>Application fees, pet fees</th>
<th>$1,140</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>5.00</td>
<td>NSF, vending</td>
<td>570</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00</td>
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<td></td>
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</tbody>
</table>

= POTENTIAL GROSS MONTHLY INCOME

= EFFECTIVE GROSS MONTHLY INCOME

= EFFECTIVE GROSS ANNUAL INCOME

12 = EFFECTIVE GROSS ANNUAL INCOME

92,215

93,925

1,042,568

If a revised form is submitted, date of submission:
Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>9%</td>
<td>10</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
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<tr>
<td>TC50%</td>
<td>41%</td>
<td>32%</td>
<td>37</td>
</tr>
<tr>
<td>TC60%</td>
<td>48%</td>
<td>39%</td>
<td>44</td>
</tr>
<tr>
<td>HTC LI Total</td>
<td></td>
<td></td>
<td>91</td>
</tr>
<tr>
<td>EO</td>
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<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>23</td>
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</tr>
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<td>MR Total</td>
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</tr>
<tr>
<td>Total Units</td>
<td>114</td>
<td>114</td>
<td>114</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB LI Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBM</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBM LI Total</td>
<td>0</td>
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</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF50%</td>
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<tr>
<td>HTF60%</td>
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<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF LI Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</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>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| OTHER | | | Total OT Units |
|-------|------------------|----------------|
| OTHER | | | 0 |

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>36</td>
<td>36</td>
</tr>
<tr>
<td>2</td>
<td>42</td>
<td>42</td>
</tr>
<tr>
<td>3</td>
<td>36</td>
<td>36</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| ACQUISITION + HARD | Cost Per Sq Ft | $ 111.94 |
| HARD | Cost Per Sq Ft | $ 111.94 |
| BUILDING | Cost Per Sq Ft | $ 77.29 |

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.
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 25

Utility Allowances

Supporting documents included:
Harris County Housing Authority allowance chart
Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 7</td>
<td>$ 9</td>
<td></td>
<td></td>
<td>$10</td>
<td>Harris County HA/04-01/2017</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 5</td>
<td>$ 7</td>
<td></td>
<td></td>
<td>$ 8</td>
<td>Harris County HA/04-01/2017</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 34</td>
<td>$ 40</td>
<td></td>
<td></td>
<td>$46</td>
<td>Harris County HA/04-01/2017</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 9</td>
<td>$15</td>
<td></td>
<td></td>
<td>$20</td>
<td>Harris County HA/04-01/2017</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$11</td>
<td>$16</td>
<td></td>
<td></td>
<td>$20</td>
<td>Harris County HA/04-01/2017</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ -</td>
<td>$66</td>
<td>$ 87</td>
<td>$104</td>
<td>$ -</td>
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</table>

Other (Describe)

If a revised form is submitted, date of submission: _____________________________
### Allowances for Tenant-Furnished Utilities and Other Services

See Public Reporting Statement and Instructions on back.

---

#### Harris County Housing Authority

<table>
<thead>
<tr>
<th>Locality</th>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
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<tbody>
<tr>
<td>Harris County Housing Authority</td>
<td>Apartments with 5 or more units</td>
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#### Monthly Dollar Allowances

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<th>Utility or Service</th>
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<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></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>4</td>
<td>5</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>6</td>
<td>7</td>
<td>9</td>
<td>10</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>5</td>
<td>5</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>11</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric</strong></td>
<td>32</td>
<td>34</td>
<td>40</td>
<td>46</td>
<td>51</td>
<td>57</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td>8</td>
<td>9</td>
<td>15</td>
<td>20</td>
<td>26</td>
<td>31</td>
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<tr>
<td><strong>Water Heating</strong></td>
<td>5</td>
<td>6</td>
<td>8</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>a. Natural Gas</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>9</td>
<td>11</td>
<td>16</td>
<td>20</td>
<td>23</td>
<td>25</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
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<td>20</td>
<td>29</td>
<td>32</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>22</td>
<td>24</td>
<td>33</td>
<td>33</td>
<td>33</td>
<td>33</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
</tr>
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<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
</tr>
</tbody>
</table>

#### Actual Family Allowances

To be used by the family to compute allowance.

Complete below for the actual unit rented.

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
</tr>
<tr>
<td>Other Electric *</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Other **</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $104

---

* includes electric base fee, lights & Appliances

** gas base fee
Determining Allowances:

a. In general, HAs shall use to the extent possible local sources of information on the cost of utilities and services. The following local sources should be contacted:

   (1) Electric utility suppliers.
   (2) Natural gas utility suppliers.
   (3) Water and sewer suppliers.
   (4) Fuel oil and bottle gas suppliers.
   (5) Public service commissions.
   (6) Real estate and property management firms.
   (7) State and local agencies.
   (8) Appliances sales or leasing firms.

b. Recently ad opted utility al lowance schedules from neighboring HAs with essentially the same type of housing stock should also be examined. In most cases fuel or utilities rates normally will not vary appreciably in neighboring communities and where data is available in small communities’ allowances for larger nearby communities may be used. Where local sources are inadequate, the HA may consult the national average consumption data provided in Table 1 and make appropriate adjustments to reflect local conditions.

c. The HA must establish separate heating and cooling allowances for the various types of existing housing in the locality with the same number of bedrooms. Depending on local housing stock, utility allowances must be established for the following unit types: detached houses, duplexes, row or townhouses, garden and high rise apartments and manufactured homes. In addition to establishing different heating and cooling allowances for various types of structures, attention should be given to different allowances for water and depending on whether families will have responsibilities for lawn care.

d. The data solicited from the local sources shown above should be as close as possible in form and detail to the format of Form HUD-52667. If possible, all consumption data should be obtained for each unit size and type. If data is available only for an average unit size, multiply the utilities costs for the average unit by the following factors:

<table>
<thead>
<tr>
<th>Size of Unit</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-BR</td>
<td>0.5</td>
</tr>
<tr>
<td>1-BR</td>
<td>0.7</td>
</tr>
<tr>
<td>2-BR</td>
<td>0.9</td>
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<tr>
<td>3-BR</td>
<td>1.1</td>
</tr>
<tr>
<td>4-BR</td>
<td>1.4</td>
</tr>
<tr>
<td>5-BR</td>
<td>1.6</td>
</tr>
</tbody>
</table>

Example: Natural gas heating cost for average sized unit is $18.00 per month. The allowance for a 4-bedroom unit will be $1.4 X $18.00 = $25.00 (rounded to nearest dollar).

Air Conditioning: Allowances for air conditioning must be established only for communities where the majority of units in the market provide centrally air conditioned units or appropriate wiring for tenant installed A/C units.
Ranges and Refrigerators: Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

Utility Rate Schedules: The cost of gas and electricity varies according to amounts consumed as shown on the appropriate rate schedules. It is not possible to compute exactly the cost of electricity for any given function without knowing the total electrical usage for a unit. However, because neither the HA or the families know what will be the combination of utilities for any unit rented, it will be necessary to approximate the allowances for each function (e.g., heating, cooking, etc.) as follows:

For electricity the rates used for lighting, refrigeration and appliances (Table 1, Item I), should be from the top of the rate schedule or the higher unit costs. Allowances for electric cooking, water heating and space heating should be computed from the middle or lower steps in the rate schedules.

Similarly, allowances for gas used for water heating and cooking should be computed using rates from the top of the rate schedule and for heating from the lower steps.

Supporting Documentation: The HA shall maintain with the form HUD-52667 copies of all supporting documentation used in determining the allowances and any revisions. For instance, letters from local utility companies shall be attached plus any worksheets used by the HA in computing allowances. The material should contain, if possible, the quantities of the utilities that are the basis of the dollar allowances (e.g., kilowatt hours per unit. A copy of the utility allowance schedule must be sent to the HUD Field Office.

Table 1
Average Allowances For Tenant Purchased Utilities

Note: The consumption amounts listed below are inexact averages and must be used with caution when establishing allowances for actual projects.

<table>
<thead>
<tr>
<th>Monthly Consumption</th>
<th>Units</th>
<th>2 1/2-BR (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Electricity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Lighting and Refrigeration</td>
<td>KWH</td>
<td>250-400 (b)</td>
</tr>
<tr>
<td>b. Cooking</td>
<td>KWH</td>
<td>110</td>
</tr>
<tr>
<td>c. Domestic Hot Water</td>
<td>KWH</td>
<td>340 (c)</td>
</tr>
<tr>
<td>d. Space Heating</td>
<td>KWH</td>
<td>680 (d)</td>
</tr>
<tr>
<td>e. Air Conditioning</td>
<td>KWH</td>
<td>180 (e)</td>
</tr>
<tr>
<td>II. Natural Gas And Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Cooking</td>
<td>Therms</td>
<td>8</td>
</tr>
<tr>
<td>b. Domestic Hot Water</td>
<td>Therms</td>
<td>21 (c)</td>
</tr>
<tr>
<td>c. Space Heating</td>
<td>Therms</td>
<td>48 (d)</td>
</tr>
<tr>
<td>III. Fuel Oil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Domestic Hot Water</td>
<td>Gals</td>
<td>17 (c)</td>
</tr>
<tr>
<td>b. Space Heating</td>
<td>Gals</td>
<td>40 (d)</td>
</tr>
<tr>
<td>IV. Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Domestic Use</td>
<td>Gals</td>
<td>8,000</td>
</tr>
<tr>
<td>b. Lawn</td>
<td>Gals</td>
<td>2,000</td>
</tr>
</tbody>
</table>

(a) Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.

(b) Consumptions will vary considerably depending on electrical appliances used. Upper limits should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.

(c) The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50°F.

(d) Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0°F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.

(e) Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 26

Annual Operating Expenses
# Annual Operating Expenses

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$10,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$5,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$6,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$5,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$7,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$7,500</td>
</tr>
<tr>
<td>Other Office Supplies</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

Total General & Administrative Expenses: $44,000

Management Fee: Percent of Effective Gross Income: 5.00%  
= $52,128

## Payroll, Payroll Tax & Employee Benefits

Management: $55,000  
Maintenance: $60,000  
Taxes, Insurance, and Bonus: $28,450  

Total Payroll, Payroll Tax & Employee Benefits: $141,450

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$0</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$10,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$13,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$13,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$15,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$6,000</td>
</tr>
<tr>
<td>Other Cleaning supplies</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other</td>
<td>$3,640</td>
</tr>
</tbody>
</table>

Total Repairs & Maintenance: $67,000

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$35,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$10,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$55,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Utilities: $100,000

Annual Property Insurance: Rate per net rentable square foot: $0.32  
= $35,000

## Property Taxes:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$107,500</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Property Taxes: $107,500

Reserve for Replacements: Annual reserves per unit: $250  
= $28,500

## Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$18,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$3,640</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Other Expenses: $21,640

## Total Annual Expenses

Expense per unit: $5,239  
Expense to Income Ratio: 57.28%

## Net Operating Income (before debt service)

$445,349

## Annual Debt Service

<table>
<thead>
<tr>
<th>Bank</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citi Bank, NA</td>
<td>$342,108</td>
</tr>
</tbody>
</table>

Total Annual Debt Service: $342,108

## Net Cash Flow

$103,241

If a revised form is submitted, date of submission:
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 27

15-Year Pro-Forma including signed certification with contact information for the lender and Equity Provider
# 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>$1,106,580</td>
<td>$1,128,712</td>
<td>$1,151,286</td>
<td>$1,174,312</td>
<td>$1,197,796</td>
<td>$1,322,466</td>
<td>$1,460,109</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$20,520</td>
<td>$20,930</td>
<td>$21,349</td>
<td>$21,776</td>
<td>$22,212</td>
<td>$24,523</td>
<td>$27,076</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,127,100</td>
<td>$1,149,642</td>
<td>$1,172,635</td>
<td>$1,196,088</td>
<td>$1,220,009</td>
<td>$1,346,989</td>
<td>$1,487,185</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($84,533)</td>
<td>($86,223)</td>
<td>($87,948)</td>
<td>($89,707)</td>
<td>($91,501)</td>
<td>($101,024)</td>
<td>($111,539)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,042,568</td>
<td>$1,063,419</td>
<td>$1,084,687</td>
<td>$1,106,381</td>
<td>$1,128,509</td>
<td>$1,245,965</td>
<td>$1,375,646</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | |
|-----------|--------|--------|--------|--------|--------|---------|
| General & Administrative Expenses | $44,000 | $45,320 | $46,680 | $48,080 | $49,522 | $57,410 | $66,554 |
| Management Fee | $52,128 | $53,171 | $54,234 | $55,319 | $56,425 | $62,298 | $68,782 |
| Payroll, Payroll Tax & Employee Benefits | $141,450 | $145,694 | $150,064 | $154,566 | $159,203 | $184,560 | $213,956 |
| Repairs & Maintenance | $67,000 | $69,010 | $71,080 | $73,213 | $75,409 | $87,420 | $101,344 |
| Electric & Gas Utilities | $35,000 | $36,050 | $37,132 | $38,245 | $39,393 | $45,667 | $52,941 |
| Water, Sewer & Trash Utilities | $65,000 | $66,950 | $68,959 | $71,027 | $73,158 | $84,810 | $98,318 |
| Annual Property Insurance Premiums | $35,000 | $36,050 | $37,132 | $38,245 | $39,393 | $45,667 | $52,941 |
| Property Tax | $107,500 | $110,725 | $114,047 | $117,468 | $120,992 | $140,263 | $162,603 |
| Reserve for Replacements | $28,500 | $29,355 | $30,236 | $31,143 | $32,077 | $37,186 | $43,109 |
| Other Expenses | $21,640 | $22,289 | $22,958 | $23,647 | $24,356 | $28,235 | $32,732 |
| TOTAL ANNUAL EXPENSES | $597,218 | $614,614 | $632,520 | $650,954 | $669,929 | $773,517 | $893,280 |
| NET OPERATING INCOME | $445,349 | $448,805 | $452,167 | $455,427 | $458,580 | $472,448 | $482,366 |

| DEBT SERVICE | | | | | |
|--------------|--------|--------|--------|--------|--------|---------|
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | $103,241 | $106,697 | $110,059 | $113,319 | $116,472 | $130,340 | $140,258 |
| CUMULATIVE NET CASH FLOW | $103,241 | $209,938 | $319,997 | $433,317 | $543,788 | $1,166,816 | $1,843,310 |
| Debt Coverage Ratio | 1.30 | 1.31 | 1.32 | 1.33 | 1.34 | 1.38 | 1.41 |

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

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)

BARRY KRINSKY

Printed Name

Phone: 561-347-3254

Email: BARRY.KRINSKY@CITI.COM

Date: 2/26/18

Signature, Authorized Representative, Syndicator

Printed Name

Date

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,106,580</td>
<td>$1,172,712</td>
<td>$1,151,286</td>
<td>$1,174,312</td>
<td>$1,197,798</td>
<td>$1,222,466</td>
<td>$1,460,109</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$20,520</td>
<td>$20,940</td>
<td>$21,349</td>
<td>$21,776</td>
<td>$22,212</td>
<td>$24,737</td>
<td>$27,079</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,127,100</td>
<td>$1,193,652</td>
<td>$1,172,635</td>
<td>$1,196,088</td>
<td>$1,220,009</td>
<td>$1,246,195</td>
<td>$1,487,185</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($84,573)</td>
<td>($85,273)</td>
<td>($75,785)</td>
<td>($76,076)</td>
<td>($90,301)</td>
<td>($100,974)</td>
<td>($111,538)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,042,527</td>
<td>$1,088,379</td>
<td>$1,096,850</td>
<td>$1,116,012</td>
<td>$1,129,708</td>
<td>$1,145,221</td>
<td>$1,375,646</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$44,000</td>
<td>$45,320</td>
<td>$46,680</td>
<td>$48,080</td>
<td>$49,522</td>
<td>$51,010</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$52,178</td>
<td>$53,171</td>
<td>$54,234</td>
<td>$55,319</td>
<td>$56,425</td>
<td>$57,540</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,450</td>
<td>$145,694</td>
<td>$150,064</td>
<td>$154,566</td>
<td>$159,303</td>
<td>$164,560</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$67,000</td>
<td>$69,020</td>
<td>$71,080</td>
<td>$73,213</td>
<td>$75,409</td>
<td>$87,420</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$65,000</td>
<td>$66,950</td>
<td>$68,959</td>
<td>$71,027</td>
<td>$73,158</td>
<td>$84,810</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$107,500</td>
<td>$110,725</td>
<td>$114,047</td>
<td>$117,468</td>
<td>$120,992</td>
<td>$140,263</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$28,500</td>
<td>$29,355</td>
<td>$30,236</td>
<td>$31,143</td>
<td>$32,077</td>
<td>$37,186</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$21,640</td>
<td>$22,269</td>
<td>$22,958</td>
<td>$23,647</td>
<td>$24,356</td>
<td>$28,235</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$597,218</td>
<td>$614,614</td>
<td>$632,520</td>
<td>$650,954</td>
<td>$669,292</td>
<td>$773,517</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$445,349</td>
<td>$448,805</td>
<td>$452,167</td>
<td>$455,427</td>
<td>$458,580</td>
<td>$472,448</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$103,241</td>
<td>$106,697</td>
<td>$110,059</td>
<td>$113,319</td>
<td>$116,472</td>
<td>$130,340</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$103,241</td>
<td>$209,938</td>
<td>$319,997</td>
<td>$433,317</td>
<td>$549,788</td>
<td>$1,166,816</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.13</td>
<td>1.31</td>
<td>1.32</td>
<td>1.33</td>
<td>1.34</td>
<td>1.38</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 points under 113.9(c)1 relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone:
Email:

Printed Name
Phone:
Email:

Date
Printed Name
Date

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

Offsite Costs Breakdown

Not Applicable
**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></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Seal**

**Signature of Registered Engineer responsible for Budget Justification**

**Printed Name**

**Date**

If a revised form is submitted, date of submission:
Tab 29

Site Work Costs Breakdown
Site Work Cost Breakdown

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

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

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

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

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

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

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

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

Column G: Figures for Column G, Total Activity 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. 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>Rough Grading</td>
<td>$1,800.00</td>
<td>114</td>
<td>$205,200.00</td>
<td>$</td>
<td>$</td>
<td>$205,200.00</td>
</tr>
<tr>
<td>On-site Concrete</td>
<td>$550.00</td>
<td>114</td>
<td>$62,700.00</td>
<td>$</td>
<td>$</td>
<td>$62,700.00</td>
</tr>
<tr>
<td>On-site grading</td>
<td>$3,500.00</td>
<td>114</td>
<td>$399,000.00</td>
<td>$</td>
<td>$</td>
<td>$399,000.00</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$5,525.00</td>
<td>114</td>
<td>$629,850.00</td>
<td>$</td>
<td>$</td>
<td>$629,850.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$400.00</td>
<td>114</td>
<td>$45,600.00</td>
<td>$</td>
<td>$</td>
<td>$45,600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$1,342,350</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td><strong>$1,342,350</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer
02/25/2018

J. Mark Sappington, PE.
Printed Name

Date

If a revised form is submitted, date of submission:
Development Cost Schedule
### Development Cost Schedule

**This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:**

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,263,240</td>
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</tr>
<tr>
<td>Existing building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>legal fees</td>
<td></td>
<td></td>
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<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Subtotal Acquisition</td>
<td>$1,263,240</td>
<td>$0</td>
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<tr>
<td>Cost</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Subtotal Off-Sites</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>205,200</td>
<td>205,200</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td>0</td>
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<tr>
<td>On-site concrete</td>
<td>62,700</td>
<td>62,700</td>
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<tr>
<td>On-site electrical</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>On-site paving</td>
<td>399,000</td>
<td>399,000</td>
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<tr>
<td>On-site utilities</td>
<td>629,850</td>
<td>629,850</td>
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<tr>
<td>Decorative masonry</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Bumper stops, striping &amp;</td>
<td>45,600</td>
<td>45,600</td>
</tr>
<tr>
<td>signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Subtotal Site Work</td>
<td>$1,342,350</td>
<td>$0</td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td>$1,342,350</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>171,000</td>
<td>171,000</td>
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<tr>
<td>Pool and decking</td>
<td>142,500</td>
<td>142,500</td>
</tr>
<tr>
<td>Athletic court(s),</td>
<td>34,200</td>
<td>34,200</td>
</tr>
<tr>
<td>playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>91,200</td>
<td>91,200</td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Subtotal Site Amenities</td>
<td>$438,900</td>
<td>$0</td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td>$438,900</td>
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</tbody>
</table>

**Rutherford Park Contractors, LLC**
<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>747,840</td>
<td>747,840</td>
</tr>
<tr>
<td>Masonry</td>
<td>478,800</td>
<td>478,800</td>
</tr>
<tr>
<td>Metals</td>
<td>96,900</td>
<td>96,900</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,522,250</td>
<td>2,522,250</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>558,600</td>
<td>558,600</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>228,000</td>
<td>228,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>114,000</td>
<td>114,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>864,120</td>
<td>864,120</td>
</tr>
<tr>
<td>Specialties</td>
<td>165,300</td>
<td>165,300</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,087,560</td>
<td>1,087,560</td>
</tr>
<tr>
<td>Electrical</td>
<td>892,050</td>
<td>892,050</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>125,400</td>
<td>125,400</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

|                      | $8,524,920 | $0 | $8,524,920 |

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

Enter amount to be used to achieve desired score.

$77.65 psf

$8,524,920

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

|                      | $10,306,170 | $0 | $10,306,170 |

**Contingency**

|                      | 5.70%       | $587,452 | $587,452 |

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>%THC</th>
<th>%EHC</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.68%</td>
<td>618,370</td>
<td>618,370</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.89%</td>
<td>206,123</td>
<td>206,123</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.68%</td>
<td>618,370</td>
<td>618,370</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

|                      | $1,442,863 | $0 | $1,442,863 |

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

|                      | $12,336,485 | $0 | $12,336,485 |

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

$0.00 psf

$12,336,485

*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 cost for Building OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>48,000</td>
<td>48,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>Impact Fees</td>
<td>50,000</td>
<td>50,000</td>
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<tr>
<td>Building permits &amp; related costs</td>
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<tr>
<td>Appraisal</td>
<td>7,500</td>
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<tr>
<td>Market analysis</td>
<td>7,500</td>
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<tr>
<td>Environmental assessment</td>
<td>7,500</td>
<td>7,500</td>
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<tr>
<td>Soils report</td>
<td>35,000</td>
<td>35,000</td>
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<tr>
<td>Survey</td>
<td>40,000</td>
<td>40,000</td>
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<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>135,000</td>
<td>135,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Land Broker Commission</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Soft cost contingency</td>
<td>64,435</td>
<td>64,435</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
</tbody>
</table>

**Subtotal Soft Cost**  
$984,935

### FINANCING

**CONSTRUCTION LOAN(S)**

<table>
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<th>Amount</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Interest</td>
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<td>761,704</td>
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<tr>
<td>Loan origination fees</td>
<td>112,015</td>
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<tr>
<td>Title &amp; recording fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>120,000</td>
<td>120,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>10,000</td>
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<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
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</tr>
<tr>
<td>Brokerage commission</td>
<td>180,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Cos, Loan App fee, HCHFC fees, contingency</td>
<td>60,800</td>
<td>60,800</td>
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</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
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<td>Loan origination fees</td>
<td>50,000</td>
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<tr>
<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal</td>
<td>20,000</td>
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</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>Brokerage commission</td>
<td>75,000</td>
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</tr>
<tr>
<td>Conversion fee</td>
<td>10,000</td>
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</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
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</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 fees</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>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>75,000</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>15,000</td>
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<tr>
<td>Payment bonds</td>
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</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>20,000</td>
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<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>20,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</table>

**Subtotal Financing Cost**

<table>
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<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>$2,145,788</td>
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<tr>
<td>$0</td>
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<tr>
<td>$1,254,519</td>
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### DEVELOPER FEES

<table>
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<th>Cost Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>50,000</td>
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<tr>
<td>General &amp; administrative</td>
<td>291,519</td>
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<tr>
<td>Profit or fee</td>
<td>1,844,872</td>
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**Subtotal Developer Fees** 15.00%

<table>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$2,186,391</td>
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<tr>
<td>$0</td>
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<td>$2,186,391</td>
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### RESERVES

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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>75,000</td>
</tr>
<tr>
<td>Operating</td>
<td>200,000</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td>61,566</td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$336,566</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19,253,405</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$16,762,330</td>
</tr>
</tbody>
</table>

*The following calculations are for HTC Applications only.*

**Deduct From Basis:**

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

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$16,762,330</td>
</tr>
</tbody>
</table>

**Total Adjusted Basis**

<table>
<thead>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$21,791,029</td>
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</tbody>
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**Applicable Fraction** 80%

<table>
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<tr>
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<tbody>
<tr>
<td>$17,448,077</td>
</tr>
<tr>
<td>$0</td>
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<tr>
<td>$17,448,077</td>
</tr>
</tbody>
</table>

**Total Qualified Basis**

<table>
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<tr>
<th>Amount</th>
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<tbody>
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<td>$17,448,077</td>
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<tr>
<td>$0</td>
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<tr>
<td>$17,448,077</td>
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</tbody>
</table>

**Applicable Percentage** 9.00%

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,570,327</td>
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<tr>
<td>$0</td>
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<tr>
<td>$1,570,327</td>
</tr>
</tbody>
</table>

*(May be greater than actual request)*

**Requested Score for 11.9(e)(2)**

| 12 |

**Name of contact for Cost Estimate:** Vin Capital Resources, LLC

**Phone Number for Contact:** (713) 334-5514

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

Throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Reserves</th>
<th>Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>0.00%</td>
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<td>0.00%</td>
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<tr>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Housing Development Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19,253,405</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
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<tbody>
<tr>
<td>Citi Bank, NA</td>
<td>$14,935,350</td>
<td>Libor+3.5</td>
<td>1st</td>
<td>$5,000,000</td>
<td>6.00%</td>
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<tr>
<td></td>
<td>0.93</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Boston Capital</td>
<td>$1,500,000</td>
<td>$2,789,721</td>
<td></td>
<td>$13,948,605</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>$500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harris County Housing Finance Corp Local Government Grant</td>
<td>$500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$1,527,834</td>
<td>$304,800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds          | $19,253,405 |
| Total Uses of Funds             | $19,253,405 |
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The total development cost for Rutherford Park is estimated to be $19,253,405. The development will be financed through a construction loan from Citi Bank, NA; tax credits through TDHCA; Equity contributions from Boston Capital, grant from Harris County Housing Finance Corp in the amount of $500, and lastly deferred developer fee. The largest portion of the financing for the development will be the equity received through the sale of housing tax credits. The required amount of tax credits will result in equity in the amount of $13,948,605. The equity will be funded in 3 installments (please refer to the LOI from Boston Capital behind Tab 35). The next largest piece of the funding will be construction/permanent loan by Citi Bank, NA (please refer to the Citi Bank term sheet behind Tab 35). The construction loan of $14,935,350 will have a term of 30 months from closing with floating interest rate. This again will be funded by progress construction draws in the construction phase. The construction loan will have conversion component. The perm loan of $5,000,000 will have a term

Describe the replacement reserves:

At permanent conversion the development will fund a replacement reserve in the amount of $250/unit per year

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments:

The development construction period budget includes a Rent-up Reserve of $75,000 to be used for interest carry and $61,566 in negative operating losses/expenses until such time the development will achieve breakeven and closing of permanent loan. The Investor will require an operating reserve in the amount of $200,000 to be funded from capital sources at or before the time of permanent loan closing.

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

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>BARRY KRINSKY</th>
<th>Date</th>
</tr>
</thead>
</table>

| Telephone: | 561-347-3254 | Email address: | BARRY.KRINSKY@CITI.COM |

If a revised form is submitted, date of submission:
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 32

HOME – Financial Capacity & Construction Oversight

Not Applicable
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Tab 33

Matching Funds (HOME)

Not Applicable
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 34

Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

<table>
<thead>
<tr>
<th>Name of the Local Political Subdivision providing the funding:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris County Housing Finance Corp</td>
</tr>
</tbody>
</table>

- 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.
- 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.
- 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))

<table>
<thead>
<tr>
<th>Eligible Pro-Forma and letter stating the Development is financially feasible.</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligible Pro-Forma and letter stating Development <em>and</em> Principals are acceptable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
</tr>
</tbody>
</table>

**Total Points Claimed:** 18

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI
  - 8.77%
- HTC funding request as a percent of Total Housing Development Cost
  - 7.82%

**Eligibility for points:**

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding
  - 0
- Housing Tax Credit Request
  - 3
- Housing Tax Credit Request
  - 2
- Housing Tax Credit Request
  - 1

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
Supporting Documents:

Attachments:

- Executed Pro Forma from Permanent or Construction Lender and Equity Provider
  - Letter from Lender regarding approval of Principals
- Commitment Letters for Interim and Permanent financing
  - Evidence of Equity Funding
- Evidence of Funding from Local Political Subdivision
Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- [ ] Evidence of any Gap Financing, terms included
- [ ] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [ ] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- [ ] Evidence of Rental Assistance/Subsidy
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Executed Pro Forma from Permanent or Construction Lender and Equity Provider
15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL</td>
<td>$1,106,580</td>
<td>$1,128,712</td>
<td>$1,151,286</td>
<td>$1,174,312</td>
<td>$1,197,798</td>
<td>$1,322,466</td>
<td>$1,460,109</td>
</tr>
<tr>
<td>INCOME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$20,520</td>
<td>$20,930</td>
<td>$21,349</td>
<td>$21,776</td>
<td>$22,212</td>
<td>$24,523</td>
<td>$27,076</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,127,100</td>
<td>$1,149,642</td>
<td>$1,172,635</td>
<td>$1,196,088</td>
<td>$1,220,009</td>
<td>$1,346,989</td>
<td>$1,487,185</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(84,533)</td>
<td>$(86,223)</td>
<td>$(87,948)</td>
<td>$(89,707)</td>
<td>$(91,501)</td>
<td>$(101,024)</td>
<td>$(111,539)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,042,568</td>
<td>$1,063,419</td>
<td>$1,084,687</td>
<td>$1,106,381</td>
<td>$1,128,509</td>
<td>$1,245,965</td>
<td>$1,375,646</td>
</tr>
</tbody>
</table>

| EXPENSES                      |         |         |         |         |         |         |         |
| General & Administrative Expenses | $44,000 | $45,320 | $46,680 | $48,080 | $49,522 | $57,410 | $66,554 |
| Management Fee                | $52,128 | $53,171 | $54,234 | $55,319 | $56,425 | $62,298 | $68,782 |
| Payroll, Payroll Tax & Employee Benefits | $141,450 | $145,694 | $150,064 | $154,566 | $159,203 | $184,560 | $213,956 |
| Repairs & Maintenance         | $67,000 | $69,010 | $71,080 | $73,213 | $75,409 | $87,420 | $101,344 |
| Electric & Gas Utilities      | $35,000 | $36,050 | $37,132 | $38,245 | $39,393 | $45,667 | $52,941 |
| Water, Sewer & Trash Utilities | $65,000 | $66,950 | $68,959 | $71,027 | $73,158 | $84,810 | $98,318 |
| Annual Property Insurance Premiums | $35,000 | $36,050 | $37,132 | $38,245 | $39,393 | $45,667 | $52,941 |
| Property Tax                  | $107,500 | $110,725 | $114,047 | $117,468 | $120,992 | $140,263 | $162,603 |
| Reserve for Replacements      | $28,500 | $29,355 | $30,236 | $31,143 | $32,077 | $37,186 | $43,109 |
| Other Expenses                | $21,640 | $22,289 | $22,958 | $23,647 | $24,356 | $28,235 | $32,732 |
| TOTAL ANNUAL EXPENSES         | $597,218 | $614,614 | $632,520 | $650,954 | $669,929 | $773,517 | $893,280 |
| NET OPERATING INCOME          | $445,349 | $448,805 | $452,167 | $455,427 | $458,580 | $472,448 | $482,366 |

| DEBT SERVICE                  |         |         |         |         |         |         |         |
| Second Deed of Trust Annual Loan Payment |         |         |         |         |         |         |         |
| Third Deed of Trust Annual Loan Payment |         |         |         |         |         |         |         |
| Other Annual Required Payment |         |         |         |         |         |         |         |
| Other Annual Required Payment |         |         |         |         |         |         |         |
| ANNUAL NET CASH FLOW          | $103,241 | $106,697 | $110,059 | $113,319 | $116,472 | $130,340 | $140,258 |
| CUMULATIVE NET CASH FLOW      | $103,241 | $209,938 | $319,997 | $433,317 | $549,788 | $1,166,816 | $1,843,310 |
| Debt Coverage Ratio           | 1.30     | 1.31     | 1.32     | 1.33     | 1.34     | 1.38     | 1.41     |

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

BARRY KRINSKY
Phone: 561-347-3254
Email: BARRY.KRINSKY@CITI.COM
Printed Name
2/26/18

Signature, Authorized Representative, Syndicator

Printed Name
Date

If a revised form is submitted, date of submission:
<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,106,580</td>
<td>$1,128,712</td>
<td>$1,151,286</td>
<td>$1,174,312</td>
<td>$1,197,798</td>
<td>$1,222,468</td>
<td>$1,460,109</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$20,520</td>
<td>$20,940</td>
<td>$21,349</td>
<td>$21,776</td>
<td>$22,212</td>
<td>$24,573</td>
<td>$27,076</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,127,100</td>
<td>$1,149,652</td>
<td>$1,172,635</td>
<td>$1,196,088</td>
<td>$1,220,009</td>
<td>$1,346,985</td>
<td>$1,487,185</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection</td>
<td>($584,273)</td>
<td>($586,273)</td>
<td>($577,541)</td>
<td>($597,071)</td>
<td>($613,301)</td>
<td>($610,374)</td>
<td>($1,133,539)</td>
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<tr>
<td>Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,042,508</td>
<td>$1,063,419</td>
<td>$1,084,687</td>
<td>$1,106,381</td>
<td>$1,128,509</td>
<td>$1,245,955</td>
<td>$1,375,646</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$44,000</td>
<td>$45,320</td>
<td>$46,880</td>
<td>$48,080</td>
<td>$49,522</td>
<td>$57,410</td>
<td>$66,554</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$52,178</td>
<td>$53,171</td>
<td>$54,234</td>
<td>$55,319</td>
<td>$56,425</td>
<td>$62,298</td>
<td>$68,782</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,450</td>
<td>$145,694</td>
<td>$150,064</td>
<td>$154,566</td>
<td>$159,203</td>
<td>$184,560</td>
<td>$213,956</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$67,000</td>
<td>$69,020</td>
<td>$71,080</td>
<td>$73,213</td>
<td>$75,409</td>
<td>$87,420</td>
<td>$101,344</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
<td>$52,941</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$65,000</td>
<td>$66,950</td>
<td>$68,959</td>
<td>$71,027</td>
<td>$73,158</td>
<td>$84,810</td>
<td>$98,318</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
<td>$52,941</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$107,500</td>
<td>$110,725</td>
<td>$114,947</td>
<td>$117,468</td>
<td>$120,992</td>
<td>$140,263</td>
<td>$162,603</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$28,500</td>
<td>$29,355</td>
<td>$30,236</td>
<td>$31,143</td>
<td>$32,077</td>
<td>$37,186</td>
<td>$43,109</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$21,640</td>
<td>$22,269</td>
<td>$23,147</td>
<td>$24,364</td>
<td>$25,456</td>
<td>$28,323</td>
<td>$32,732</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$597,218</td>
<td>$614,614</td>
<td>$632,520</td>
<td>$650,954</td>
<td>$669,229</td>
<td>$773,517</td>
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<td>1.34</td>
<td>1.38</td>
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</table>

By signing below I (we) are certifying that the above 15 Year proforma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1:1.5 debt coverage ratio. (Signature only required if using this proforma for points under §119.9(h)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 
Email: 

Printed Name: Leth Mazzocchi
Date: 2/28/18

If a revised form is submitted, date of submission:
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Letter from Lender regarding approval of Principals
February 26, 2018

Resolution, Inc.
1500 N. Post Oak Drive, Suite 190
Houston, TX 77055
Attn: J. Steve Ford

Re: Preliminary Application for Financing

Program: Multifamily Rental Developments with Rent Restrictions, New Construction and/or Substantial Rehabilitation and/or Term Mortgages – CITI Construction Loan (Construction), Permanent Loan via Freddie Mac (Permanent)

Property: Rutherford Park Family, Houston, TX

Dear Mr. Ford:

Thank you for your interest in Citi Community Capital’s financing programs. This letter offers an opportunity to submit a preliminary application (“Preliminary Application”) for financing to Citibank, N.A. (“CITI”) under the Program referenced above.

Upon CITI’s receipt of (1) a copy of this letter signed to acknowledge the terms and conditions of the proposed financing, including those terms and conditions set forth in the Term Sheet dated February 26, 2018, (“Term Sheet”) attached hereto as Exhibit A; and (2) the Application Fee (as defined in the Term Sheet) in accordance with the instructions in the Check and Wire Instructions attached hereto as Exhibit B, this letter shall constitute a Preliminary Application (“Preliminary Application”) by you (the “Applicant”) to CITI to arrange for a construction loan for the Property under the Program referenced above. The Preliminary Application and Complete Application (as defined below) are collectively referred to herein as the “Application.”

The Preliminary Application shall be deemed a complete application (“Complete Application”) upon receipt by CITI of all of the following:

- An original of this Preliminary Application, executed by Borrower, together with the Application Fee (as defined in the Term Sheet);
- All documentation and information requested in a “CITI Processing” package to be delivered by CITI to Applicant promptly after receipt by CITI of the Preliminary Application including, without limitation, financial statements for Borrower and Guarantor;
- A preliminary title report or title commitment acceptable to CITI;
- An appraisal report acceptable to CITI;
- An environmental report and plan and specification review acceptable to CITI; and
- All additional information or documentation reasonably requested by CITI.

Upon satisfaction of all of the conditions and requirements of the Program, including approval from the appropriate CITI credit committee, the loan applied for will be made by CITI (“Loan”).
In connection with this Application, CITI will be acting solely as a principal and not as your
agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to
this Application, and nothing in this Application or in any prior relationship between you
and CITI will be deemed to create an advisory, fiduciary or agency relationship between us
in respect of this Application. You should consider carefully whether you would like to
engage an independent advisor to represent or otherwise advise you in connection with this
Application, if you have not already done so.

Terms

The terms of the financing are described in the Term Sheet annexed hereto as Exhibit A and
incorporated herein by this reference. All terms used as defined terms but not defined herein
shall have the meaning set forth in the Term Sheet.

Exclusivity

CITI and Applicant herein represent and warrant to the other that neither has dealt with any
mortgage broker in connection with this financing and agree to indemnify and hold the other
harmless against claims brought by brokers with whom they or their representatives have dealt in
connection with the financing contemplated hereby.

Applicant agrees that CITI shall have the exclusive right but not the obligation to make a Loan
with respect to the Property in accordance with the terms of this Preliminary Application for a
period (the “Exclusivity Period”) commencing on the date hereof and concluding on the forty-
fifth (45th) day after the date of CITI’s receipt of the Complete Application. Applicant warrants
that there is no other signed loan application regarding the Property now pending with any other
lender (with the exception of subordinate lenders, if any).

In the event that all approvals necessary for CITI to provide the contemplated financing are not
processed by CITI within the Exclusivity Period, Applicant may request that CITI terminate
processing of the Application and return any remaining Application Fee unused by CITI.
Applicant hereby agrees to send funds to CITI in a sufficient amount to cover any costs CITI has
occurred in processing the Application that were not fully covered by the Application Fee. This
Application shall thereafter immediately cease to be of any further effect and all obligations
hereunder shall terminate without the need for any further action by either party.

Applicant understands and agrees that the Preliminary Application does not, in any
manner, constitute a commitment or agreement to make a loan. Any documentation will be
forthcoming only after approval of the underwriting by CITI’s credit committee. The
financing will be documented separately and will contain terms and conditions that may be
in addition to or in substitution of those set forth in the Preliminary Application.

If Applicant does not accept this Preliminary Application by signing it and returning it with the
Application Fee, it shall automatically expire fifteen (15) days after the date hereof.

This Preliminary Application represents the entire understanding between Applicant and CITI
and may only be changed in writing with signatures of both Applicant and CITI.
Thank you for the opportunity to be considered as a source of financing for the Property.

Sincerely,

CITIBANK, N.A.

By: 
Name: Barry Krinsky
Its: Authorized Signatory

Attachments
- Exhibit A: Term Sheet, dated February 26, 2018
- Exhibit B: Check and Wire Instructions

By signing below, the Applicant acknowledges and agrees to the foregoing terms and conditions of this Preliminary Application, including those in the attached Term Sheet.

By: 
Name: J. Steve Ford
Title: Manager of Rutherford Park GP, LLC
In connection with any proposed transaction, CITI will be acting solely as a principal and not as your agent, advisor, account manager or fiduciary. CITI has not assumed a fiduciary responsibility with respect to the proposed transaction, and nothing in this or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the proposed transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with any proposed transaction, if you have not already done so.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Preliminary Application is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment. By accepting this Preliminary Application, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any contemplated transaction.

The provision of information in this Preliminary Application is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Preliminary Application is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Preliminary Application should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Preliminary Application does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this Application (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

**IRS Circular 230 Disclosure:** CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this Preliminary Application regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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EXHIBIT A
TERM SHEET
Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages
CITI Construction Loan (Construction)
Permanent Loan via Freddie Mac (Permanent)

Rutherford Park Family
February 26, 2018

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

This Term Sheet is an integral part of, and establishes terms, conditions and requirements of, the Preliminary Application dated February 26, 2018 to which it is annexed.

PRELIMINARY LOAN TERMS

Transaction Summary:
Citibank, N.A. (together with its affiliates, “CITI”) proposes to fund a construction and a permanent loan (“Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

There will be two separate phases to the financing. Acquisition, construction and stabilization must be completed during the construction phase (the “Construction Phase”) as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the “Permanent Phase”).

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

During the Construction Phase, the lender will be CITI (the “Construction Lender”) and during the Permanent Phase, the lender will be Freddie Mac (the “Permanent Lender”).

Prior to Construction Phase closing, CITI as Freddie Mac Seller/Servicer, will work with Freddie Mac to provide an unfunded forward commitment (“Forward Commitment”) to purchase the Loan upon Conversion (see below) to the Permanent Phase.
In order to be eligible to convert to the Permanent Phase (the “Conversion”), the Property must meet the Conversion to Permanent Phase Requirements as discussed below.

**Property:**
A to-be-constructed multifamily project containing 114 units located in Houston, TX. The property is commonly referred to as “Rutherford Park Family.” (“Property”)

**Set-Asides:**
9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 32% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, 39% of the units are reserved for individuals or families whose income is no greater than 60% of AMI, and 20% of the units will be market rate.

**Applicant:**
Rutherford Park, LP

**Borrower:**
A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating or partnership agreement must be acceptable to CITI in all respects.

**LIHTC Investor/Syndicator:**
If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership or operating agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.

**Guarantor:**
J. Steve Ford and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

**Subordinate Debt:**
If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

**Loan Security:**
First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

**Construction Phase Recourse Guarantees:**
Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor and Completion and Repayment Guarantees are required from the Borrower and the Guarantor.

**Guarantees, Permanent Phase:**
None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

**Environmental Indemnity:**
Borrower and Guarantor will be liable for CITI and Freddie Mac’s standard environmental indemnity.
Closing: Closing is subject to full satisfaction of CITI and Freddie Mac’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): October 2018

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $14,935,350, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 30 months, plus one 6-month extension. Fees for the extension are indicated below under “Forward Commitment Term Extension Fee.”

Construction Phase Interest Rate: Variable rate equal to one month LIBOR (which shall have a floor of 0.00%) plus a spread of 3.50% (“Construction Phase Interest Rate”). Rate adjusts monthly. Currently, one month LIBOR is trading at approximately 1.63%, for an all-in rate of 5.13%. Pricing is based on current market conditions and is subject to change.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of the Construction Phase Loan principal amount during the Construction Phase, may be made without any prepayment premium. However, the Freddie Mac Permanent Phase Loan has a mandatory delivery requirement (see below).

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency
of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

**General Contractor and Bonding Requirements:**

The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better. The P&P bond requirement will be waived for this transaction.

**Retainage:**

Construction contract will provide for a minimum retainage of 10% of each construction pay application until 50% completion and 0% withheld thereafter “substantial completion” (as defined in the Loan documents). All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

**PERMANENT PHASE**

** Permanent Phase Loan Amount:**

The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $5,000,000 or such other loan amount supported by CITI and Freddie Mac’s underwriting of the Property at the time of Conversion in accordance with CITI and Freddie Mac’s underwriting requirements including those listed below.

**Term/Amortization:**

15/35 years.

**Yield Maintenance Period:**

14.5 years.

**Permanent Phase Interest Rate:**

Fixed rate equal to the 10-year Treasury yield plus a spread of 2.67%. The aforementioned spread is comprised of a Freddie Mac spread of 2.53% and a CITI servicing fee of 0.14%. Currently, 10-year Treasury is trading at approximately 2.86%, for an all-in rate of 5.53%. There is a floor of 6.00% and the floor rate is currently in place. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

**Conversion to Permanent Phase Requirements:**

Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI and Freddie Mac will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

**Debt Service Coverage:**

A minimum of 1.20 to 1.00.

**Loan-to-Value:**

90%. 
Replacement Reserve: Borrower will be required to fund a Replacement Reserve for each of the first ten years following Conversion in a minimum amount determined by a Physical Needs Assessment acceptable to CITI and Freddie Mac, but in a minimum amount of $250/unit/year. Thereafter and until Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI and Freddie Mac.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI and Freddie Mac. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI and Freddie Mac in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI and Freddie Mac in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI and Freddie Mac in its sole discretion.

Social Services: CITI has included the social services in the amount of $18,000 in our proforma for this property.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

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

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

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

FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).
Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount ("Origination Fee") shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

Course of Construction Inspections (est): STBD/monthly report.

Forward Commitment Term Extension Fee: Freddie Mac will not charge a fee related to the extension of the Forward Commitment from 30 to 36 months.

Freddie Mac Non-Refundable Application Fee: The greater of $3,000 or 0.10% of the Permanent Phase Loan Amount due at execution of the loan application.

Freddie Mac Refundable Forward Commitment Fee: A Forward Commitment Deposit Fee equal to 3% of the Permanent Phase Loan Amount is payable to Freddie Mac prior to closing. The Forward Commitment Deposit Fee will be returned no later than thirty (30) days after Conversion or will be retained if the loan does not convert to the Permanent Phase. CITI will fund the Forward Commitment Deposit Fee from Construction Phase Loan proceeds. However, the Borrower is liable for the Forward Commitment Deposit Fee in the event it is forfeited to Freddie Mac.

Freddie Mac Delivery Assurance Fee: At closing, the Borrower will be required to sign a non-recourse Delivery Assurance Note secured by a subordinate lien on the Property. The Delivery Assurance Note evidences the mandatory delivery nature of the Forward Commitment. The Delivery Assurance Fee obligations shall be released (i) in the event that the Permanent Phase Loan is delivered to Freddie Mac, or (ii) in the event that the Permanent Phase Loan is not delivered to Freddie Mac on account of (a) the failure of the Project to satisfy the minimum underwriting requirements for Conversion, (b) the failure of CITI to satisfy its Program obligations with respect to the Permanent Phase Loan, or (c) an act of God, including flood, fire, lightening or earthquake, or any explosion, act of a public enemy, war, revolution, governmental restraint, embargo or other cause which is not within the control of Borrower. The Delivery Assurance Note is equal to the greater of 3% of the unpaid principal balance of the maximum Permanent Phase Loan Amount or yield maintenance/loss of bargain, with a maximum of 5%.

CITI and Freddie Mac Legal Fees (est): It is estimated that the fees of CITI’s and Freddie Mac’s outside counsel will be approximately $50,000 plus expenses. A portion of the Application Fee will be applied to initial CITI and Freddie Mac counsel fees. Applicant agrees that it shall be responsible for the payment of all legal fees incurred whether or not the Forward Commitment is issued or the transaction closes. Applicant agrees to make a supplemental deposit to cover CITI’s and Freddie Mac’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s or Freddie Mac’s counsel for work associated with Conversion of the Loan to the Permanent Phase are estimated at approximately $10,000 + expenses.
Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI’s proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI’s personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, “Citibank”) is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this term sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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Initial Due Diligence Completed

In accordance with the requirements in Section 11.9(c)(8) of the QAP, and in an effort to be prepared to close by October 31, 2018 CITI has expedited its review of the following due diligence documents and received Prescreen committee approval (see #9 below).

1. Review of proposed income and expense statements (budget).
2. Review of estimated sources and uses statement.
3. Inspection of proposed site and sub market.
4. Review of CITI’s servicing portfolio to determine comparability of rents and expenses.
5. Construction Schedule.
6. Review of capitalization rate range based on recent area appraisals.
7. Low-Income Housing Tax Credit Letter of Intent.
8. Review of financial information of Sponsor, Borrower and principals of each.
9. CITI’s Prescreen committee approval obtained. CITI’s approval at a Prescreen level allows CITI to issue an executed application which is a firm commitment. Please note (also included in the attached schedule) only one other approval meeting will be held prior to closing which is final committee approval and will happen about a week prior deal closing.
### Proposed Financing Schedule

<table>
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<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>1/22</td>
<td>CITI received borrower’s proposed development package</td>
</tr>
<tr>
<td>1/31</td>
<td>Review of proposed site locations</td>
</tr>
<tr>
<td>2/22</td>
<td>CITI Prescreen package submission to committee members (24 hours prior to meeting)</td>
</tr>
<tr>
<td>2/23</td>
<td>CITI Prescreen Committee Approval</td>
</tr>
<tr>
<td>2/26</td>
<td>CITI Executed Application Issued</td>
</tr>
<tr>
<td>March-July</td>
<td>Review continued due diligence</td>
</tr>
<tr>
<td>7/26</td>
<td>9% Tax Credits Awarded (TBD)</td>
</tr>
<tr>
<td>7/27</td>
<td>Engage Appraisal (don’t want to engage prior to tax credit award because the useful life for CITI will expire)</td>
</tr>
<tr>
<td>7/27</td>
<td>Engage Plan and Cost Review (don’t want to engage prior to tax credit award because the useful life for CITI will expire)</td>
</tr>
<tr>
<td>7/27</td>
<td>Begin Review of Phase I</td>
</tr>
<tr>
<td>8/17</td>
<td>Appraisal Received</td>
</tr>
<tr>
<td>8/17</td>
<td>Plan and Cost Review Received</td>
</tr>
<tr>
<td>8/24</td>
<td>Appraisal Review Complete</td>
</tr>
<tr>
<td>8/28</td>
<td>Plan and Cost Review Complete</td>
</tr>
<tr>
<td>8/22</td>
<td>First set of loan documents circulated</td>
</tr>
<tr>
<td>9/15</td>
<td>Second set of loan documents circulated</td>
</tr>
<tr>
<td>10/4</td>
<td>CITI final committee approval package submitted (24 hours prior to meeting)</td>
</tr>
<tr>
<td>10/5</td>
<td>CITI final committee approval</td>
</tr>
<tr>
<td>10/5</td>
<td>Funding Lender Rate Lock</td>
</tr>
<tr>
<td>10/10</td>
<td>Closing and Funding</td>
</tr>
</tbody>
</table>

*Dates are estimates*
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Commitment Letters for Interim and Permanent Financing
Resolution, Inc.
1500 N. Post Oak Drive, Suite 190
Houston, TX 77055
Attn: J. Steve Ford

Re: Preliminary Application for Financing

Program: Multifamily Rental Developments with Rent Restrictions, New Construction and/or Substantial Rehabilitation and/or Term Mortgages – CITI Construction Loan (Construction), Permanent Loan via Freddie Mac (Permanent)

Property: Rutherford Park Family, Houston, TX

Dear Mr. Ford:

Thank you for your interest in Citi Community Capital’s financing programs. This letter offers an opportunity to submit a preliminary application (“Preliminary Application”) for financing to Citibank, N.A. (“CITI”) under the Program referenced above.

Upon CITI’s receipt of (1) a copy of this letter signed to acknowledge the terms and conditions of the proposed financing, including those terms and conditions set forth in the Term Sheet dated February 26, 2018, (“Term Sheet”) attached hereto as Exhibit A; and (2) the Application Fee (as defined in the Term Sheet) in accordance with the instructions in the Check and Wire Instructions attached hereto as Exhibit B, this letter shall constitute a Preliminary Application (“Preliminary Application”) by you (the “Applicant”) to CITI to arrange for a construction loan for the Property under the Program referenced above. The Preliminary Application and Complete Application (as defined below) are collectively referred to herein as the “Application.”

The Preliminary Application shall be deemed a complete application (“Complete Application”) upon receipt by CITI of all of the following:

- An original of this Preliminary Application, executed by Borrower, together with the Application Fee (as defined in the Term Sheet);
- All documentation and information requested in a “CITI Processing” package to be delivered by CITI to Applicant promptly after receipt by CITI of the Preliminary Application including, without limitation, financial statements for Borrower and Guarantor;
- A preliminary title report or title commitment acceptable to CITI;
- An appraisal report acceptable to CITI;
- An environmental report and plan and specification review acceptable to CITI; and
- All additional information or documentation reasonably requested by CITI.

Upon satisfaction of all of the conditions and requirements of the Program, including approval from the appropriate CITI credit committee, the loan applied for will be made by CITI (“Loan”).
In connection with this Application, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Application, and nothing in this Application or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Application. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Application, if you have not already done so.

Terms

The terms of the financing are described in the Term Sheet annexed hereto as Exhibit A and incorporated herein by this reference. All terms used as defined terms but not defined herein shall have the meaning set forth in the Term Sheet.

Exclusivity

CITI and Applicant herein represent and warrant to the other that neither has dealt with any mortgage broker in connection with this financing and agree to indemnify and hold the other harmless against claims brought by brokers with whom they or their representatives have dealt in connection with the financing contemplated hereby.

Applicant agrees that CITI shall have the exclusive right but not the obligation to make a Loan with respect to the Property in accordance with the terms of this Preliminary Application for a period (the “Exclusivity Period”) commencing on the date hereof and concluding on the forty-fifth (45th) day after the date of CITI’s receipt of the Complete Application. Applicant warrants that there is no other signed loan application regarding the Property now pending with any other lender (with the exception of subordinate lenders, if any).

In the event that all approvals necessary for CITI to provide the contemplated financing are not processed by CITI within the Exclusivity Period, Applicant may request that CITI terminate processing of the Application and return any remaining Application Fee unused by CITI. Applicant hereby agrees to send funds to CITI in a sufficient amount to cover any costs CITI has occurred in processing the Application that were not fully covered by the Application Fee. This Application shall therefer immediately cease to be of any further effect and all obligations hereunder shall terminate without the need for any further action by either party.

Applicant understands and agrees that the Preliminary Application does not, in any manner, constitute a commitment or agreement to make a loan. Any documentation will be forthcoming only after approval of the underwriting by CITI’s credit committee. The financing will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in the Preliminary Application.

If Applicant does not accept this Preliminary Application by signing it and returning it with the Application Fee, it shall automatically expire fifteen (15) days after the date hereof.

This Preliminary Application represents the entire understanding between Applicant and CITI and may only be changed in writing with signatures of both Applicant and CITI.
Thank you for the opportunity to be considered as a source of financing for the Property.

Sincerely,

CITIBANK, N.A.

By: __________________________
Name: Barry Krinsky
Its: Authorized Signatory

Attachments
- Exhibit A: Term Sheet, dated February 26, 2018
- Exhibit B: Check and Wire Instructions

By signing below, the Applicant acknowledges and agrees to the foregoing terms and conditions of this Preliminary Application, including those in the attached Term Sheet.

By: __________________________
Name: J. Steve Ford
Title: Manager of Rutherford Park GP, LLC
In connection with any proposed transaction, CITI will be acting solely as a principal and not as your agent, advisor, account manager or fiduciary. CITI has not assumed a fiduciary responsibility with respect to the proposed transaction, and nothing in this or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the proposed transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with any proposed transaction, if you have not already done so.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Preliminary Application is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment. By accepting this Preliminary Application, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any contemplated transaction.

The provision of information in this Preliminary Application is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Preliminary Application is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Preliminary Application should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Preliminary Application does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this Application (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

**IRI Circular 230 Disclosure:** CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this Preliminary Application regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.
EXHIBIT A
TERM SHEET
Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

CITI Construction Loan (Construction)
Permanent Loan via Freddie Mac (Permanent)

Rutherford Park Family
February 26, 2018

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

This Term Sheet is an integral part of, and establishes terms, conditions and requirements of, the Preliminary Application dated February 26, 2018 to which it is annexed.

PRELIMINARY LOAN TERMS

Transaction Summary:

Citibank, N.A. (together with its affiliates, “CITI”) proposes to fund a construction and a permanent loan (“Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

There will be two separate phases to the financing. Acquisition, construction and stabilization must be completed during the construction phase (the “Construction Phase”) as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the “Permanent Phase”).

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

During the Construction Phase, the lender will be CITI (the “Construction Lender”) and during the Permanent Phase, the lender will be Freddie Mac (the “Permanent Lender”).

Prior to Construction Phase closing, CITI as Freddie Mac Seller/Servicer, will work with Freddie Mac to provide an unfunded forward commitment (“Forward Commitment”) to purchase the Loan upon Conversion (see below) to the Permanent Phase.
In order to be eligible to convert to the Permanent Phase (the “Conversion”), the Property must meet the Conversion to Permanent Phase Requirements as discussed below.

**Property:**
A to-be-constructed multifamily project containing 114 units located in Houston, TX. The property is commonly referred to as “Rutherford Park Family.” (“Property”)

**Set-Asides:**
9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 32% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, 39% of the units are reserved for individuals or families whose income is no greater than 60% of AMI, and 20% of the units will be market rate.

**Applicant:**
Rutherford Park, LP

**Borrower:**
A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating or partnership agreement must be acceptable to CITI in all respects.

**LIHTC Investor/Syndicator:**
If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership or operating agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.

**Guarantor:**
J. Steve Ford and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

**Subordinate Debt:**
If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

**Loan Security:**
First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

**Construction Phase Recourse Guarantees:**
Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor and Completion and Repayment Guarantees are required from the Borrower and the Guarantor.

**Guarantees, Permanent Phase:**
None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

**Environmental Indemnity:**
Borrower and Guarantor will be liable for CITI and Freddie Mac’s standard environmental indemnity.
Closing: Closing is subject to full satisfaction of CITI and Freddie Mac’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): October 2018

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $14,935,350, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 30 months, plus one 6-month extension. Fees for the extension are indicated below under “Forward Commitment Term Extension Fee.”

Construction Phase Interest Rate: Variable rate equal to one month LIBOR (which shall have a floor of 0.00%) plus a spread of 3.50% (“Construction Phase Interest Rate”). Rate adjusts monthly. Currently, one month LIBOR is trading at approximately 1.63%, for an all-in rate of 5.13%. Pricing is based on current market conditions and is subject to change.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of the Construction Phase Loan principal amount during the Construction Phase, may be made without any prepayment premium.

However, the Freddie Mac Permanent Phase Loan has a mandatory delivery requirement (see below).

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency
of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

General Contractor and Bonding Requirements:
The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better. The P&P bond requirement will be waived for this transaction.

Retainage:
Construction contract will provide for a minimum retainage of 10% of each construction pay application until 50% completion and 0% withheld thereafter “substantial completion” (as defined in the Loan documents). All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount:
The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $5,000,000 or such other loan amount supported by CITI and Freddie Mac’s underwriting of the Property at the time of Conversion in accordance with CITI and Freddie Mac’s underwriting requirements including those listed below.

Term/Amortization: 15/35 years.

Yield Maintenance Period: 14.5 years.

Permanent Phase Interest Rate:
Fixed rate equal to the 10-year Treasury yield plus a spread of 2.67%. The aforementioned spread is comprised of a Freddie Mac spread of 2.53% and a CITI servicing fee of 0.14%. Currently, 10-year Treasury is trading at approximately 2.86%, for an all-in rate of 5.53%. There is a floor of 6.00% and the floor rate is currently in place. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Conversion to Permanent Phase Requirements:
Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI and Freddie Mac will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.20 to 1.00.

Loan-to-Value: 90%.
Replacement Reserve: Borrower will be required to fund a Replacement Reserve for each of the first ten years following Conversion in a minimum amount determined by a Physical Needs Assessment acceptable to CITI and Freddie Mac, but in a minimum amount of $250/unit/year. Thereafter and until Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI and Freddie Mac.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI and Freddie Mac. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI and Freddie Mac in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI and Freddie Mac in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI and Freddie Mac in its sole discretion.

Social Services: CITI has included the social services in the amount of $18,000 in our proforma for this property.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

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

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

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

FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).
Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

Course of Construction Inspections (est): STBD/monthly report.

Forward Commitment Term Extension Fee: Freddie Mac will not charge a fee related to the extension of the Forward Commitment from 30 to 36 months.

Freddie Mac Non-Refundable Application Fee: The greater of $3,000 or 0.10% of the Permanent Phase Loan Amount due at execution of the loan application.

Freddie Mac Refundable Forward Commitment Fee: A Forward Commitment Deposit Fee equal to 3% of the Permanent Phase Loan Amount is payable to Freddie Mac prior to closing. The Forward Commitment Deposit Fee will be returned no later than thirty (30) days after Conversion or will be retained if the loan does not convert to the Permanent Phase. CITI will fund the Forward Commitment Deposit Fee from Construction Phase Loan proceeds. However, the Borrower is liable for the Forward Commitment Deposit Fee in the event it is forfeited to Freddie Mac.

Freddie Mac Delivery Assurance Fee: At closing, the Borrower will be required to sign a non-recourse Delivery Assurance Note secured by a subordinate lien on the Property. The Delivery Assurance Note evidences the mandatory delivery nature of the Forward Commitment. The Delivery Assurance Fee obligations shall be released (i) in the event that the Permanent Phase Loan is delivered to Freddie Mac, or (ii) in the event that the Permanent Phase Loan is not delivered to Freddie Mac on account of (a) the failure of the Project to satisfy the minimum underwriting requirements for Conversion, (b) the failure of CITI to satisfy its Program obligations with respect to the Permanent Phase Loan, or (c) an act of God, including flood, fire, lightening or earthquake, or any explosion, act of a public enemy, war, revolution, governmental restraint, embargo or other cause which is not within the control of Borrower. The Delivery Assurance Note is equal to the greater of 3% of the unpaid principal balance of the maximum Permanent Phase Loan Amount or yield maintenance/loss of bargain, with a maximum of 5%.

CITI and Freddie Mac Legal Fees (est): It is estimated that the fees of CITI’s and Freddie Mac’s outside counsel will be approximately $50,000 plus expenses. A portion of the Application Fee will be applied to initial CITI and Freddie Mac counsel fees. Applicant agrees that it shall be responsible for the payment of all legal fees incurred whether or not the Forward Commitment is issued or the transaction closes. Applicant agrees to make a supplemental deposit to cover CITI’s and Freddie Mac’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s or Freddie Mac’s counsel for work associated with Conversion of the Loan to the Permanent Phase are estimated at approximately $10,000 + expenses.
Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

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CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI, and the author and/or such other CITI personnel may have already acted on the basis of this information (including by trading for CITI’s proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI’s personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

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IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this term sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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Initial Due Diligence Completed

In accordance with the requirements in Section 11.9(c)(8) of the QAP, and in an effort to be prepared to close by October 31, 2018 CITI has expedited its review of the following due diligence documents and received Prescreen committee approval (see #9 below).

1. Review of proposed income and expense statements (budget).
2. Review of estimated sources and uses statement.
3. Inspection of proposed site and sub market.
4. Review of CITI’s servicing portfolio to determine comparability of rents and expenses
5. Construction Schedule
6. Review of capitalization rate range based on recent area appraisals.
7. Low-Income Housing Tax Credit Letter of Intent
8. Review of financial information of Sponsor, Borrower and principals of each.
9. CITI’s Prescreen committee approval obtained. CITI’s approval at a Prescreen level allows CITI to issue an executed application which is a firm commitment. Please note (also included in the attached schedule) only one other approval meeting will be held prior to closing which is final committee approval and will happen about a week prior deal closing.
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<tr>
<td>1/31</td>
<td>Review of proposed site locations</td>
</tr>
<tr>
<td>2/22</td>
<td>Citi Prescreen package submission to committee members (24 hours prior to meeting)</td>
</tr>
<tr>
<td>2/23</td>
<td>Citi Prescreen Committee Approval</td>
</tr>
<tr>
<td>2/26</td>
<td>Citi Executed Application Issued</td>
</tr>
<tr>
<td>March-July</td>
<td>Review continued due diligence</td>
</tr>
<tr>
<td>7/26</td>
<td>9% Tax Credits Awarded (TBD)</td>
</tr>
<tr>
<td>7/27</td>
<td>Engage Appraisal (don’t want to engage prior to tax credit award because the useful life for Citi will expire)</td>
</tr>
<tr>
<td>7/27</td>
<td>Engage Plan and Cost Review (don’t want to engage prior to tax credit award because the useful life for Citi will expire)</td>
</tr>
<tr>
<td>7/27</td>
<td>Begin Review of Phase I</td>
</tr>
<tr>
<td>8/17</td>
<td>Appraisal Received</td>
</tr>
<tr>
<td>8/17</td>
<td>Plan and Cost Review Received</td>
</tr>
<tr>
<td>8/24</td>
<td>Appraisal Review Complete</td>
</tr>
<tr>
<td>8/28</td>
<td>Plan and Cost Review Complete</td>
</tr>
<tr>
<td>8/22</td>
<td>First set of loan documents circulated</td>
</tr>
<tr>
<td>9/15</td>
<td>Second set of loan documents circulated</td>
</tr>
<tr>
<td>10/4</td>
<td>Citi final committee approval package submitted (24 hours prior to meeting)</td>
</tr>
<tr>
<td>10/5</td>
<td>Citi final committee approval</td>
</tr>
<tr>
<td>10/5</td>
<td>Funding Lender Rate Lock</td>
</tr>
<tr>
<td>10/10</td>
<td>Closing and Funding</td>
</tr>
</tbody>
</table>

*Dates are estimates
APPLICANT:  RUTHERFORD PARK, LP

TDHCA # 18159

Evidence of Equity Funding
February 26, 2018

Ms. Cynthia Ford
Dwayne Henson Investment, Inc.
1500 N Post Dale Road, Suite 190
Houston, Texas 77055

RE: Rutherford Park, LP (a to-be formed Texas limited partnership)
Rutherford Park Apartments, Houston, Texas

Dear Cynthia:

Boston Capital ("BC") is pleased to submit a preliminary letter of intent to purchase the federal low income housing tax credits which will be allocated to the above referenced property should the project be successful in receiving a reservation of 2018 tax credits from the Texas Department of Housing and Community Affairs ("TDHCA") in the amount of $1,500,000.

The offer is subject to the terms and conditions outlined herein and changes in market conditions. Please note that this letter is provided on a best efforts basis and BC reserves the right to revise the price as the market dictates and to reevaluate the feasibility of this Transaction. The final terms of any investment will be documented by binding agreements to be entered into at a final closing. BC is aware of the scoring requirement conditions set forth by TDHCA that you have elected under 11.9(c)(8) of the QAP and, at this point, having completed our initial due diligence, BC believes that it should be able to close on or before October 31, 2018.

Based on an annual LIHTC allocation of $1,500,000, capital contributions to the limited partnership would total $13,948,605 payable as follows:

- $2,789,721 (20%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing, (iv) admission of BC, (v) October 31, 2018;
- $9,066,593 (65%) upon the later to occur of (i) Completion Date or (ii) Cost Certification; and
- $2,092,291 (15%) upon the latest to occur of (i) Initial 100% Occupancy, (ii) closing of the permanent loan, (iii) Rental Achievement or (iv) State Designation.

In accordance with the requirements of Section 11.9(c)(8) of the QAP, and in an effort to be prepared to close by October 31, 2018, BC has expedited its review of the following due diligence documents, as applicable.

1. Project Description.
2. Construction/Development Cost Breakdown & Operating Pro-Forma.
3. Construction Schedule.
4. Qualified Lease-Up Schedule.
5. Tax Credit Application.

TX 2011 SHORT FORM
Boston Capital Corporation  One Boston Place  Boston, MA 02108-4406  Phone: 617-624-8900  Fax: 617-624-8999
Ms. Cynthia Ford  
February 26, 2018  
Page 2

8. General Partner Resume.  
10. Market Study.  
11. Site visit.  

Please feel free to call me at (617) 624-8877, if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development and to hearing from you.

Sincerely,

Richard D. Mazzocchi  
Vice President, Acquisitions

ACCEPTED ON THE 27th DAY OF February 2018 FOR  

Rutherford Park, L.P.  

as General Partner

J. Steve Ford, Manager of  
Rutherford Park GP, LLC
## 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>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amortization</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>MF Direct Loan Const to Perm. (Repayable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Mortgage Revenue Bond</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Citi Bank, NA</td>
<td>$14,935,350 Libor+3.5 1st</td>
<td>$ 5,000,000 6.00%</td>
<td>30</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Conventional Loan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Third Party Equity     | Boston Capital      | HTC $1,500,000 $2,789,721 $13,948,605 | 0.93 |
|                        |                    |               |               |                  |              |          |

| Grant                  | Harris County Housing Finance Corp | Local Government Grant | $500 |
|                        |                    |               |               |                  |              |          |

| Deferred Developer Fee | Rutherford Park Developers, LLC | $1,527,834 $304,800 |
|                       |                                |               |               |                  |              |          |

| Other                  | Direct Loan Match            |               |               |                  |              |          |
| Total Sources of Funds | $19,253,405                  | $19,253,405   |
| Total Uses of Funds    | $19,253,405                  |               |
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The total development cost for Rutherford Park is estimated to be $19,253,405. The development will be financed through a construction loan from Citi Bank, NA; tax credits through TDHCA; Equity contributions from Boston Capital, grant from Harris County Housing Finance Corp in the amount of $500, and lastly deferred developer fee. The largest portion of the financing for the development will be the equity received through the sale of housing tax credits. The required amount of tax credits will result in equity in the amount of $13,948,605. The equity will be funded in 3 installments (please refer to the LOI from Boston Capital behind Tab 35). The next largest piece of the funding will be construction/permanent loan by Citi Bank, NA (please refer to the Citi Bank term sheet behind Tab 35). The construction loan of $14,935,350 will have a term of 30 months from closing with floating interest rate. This again will be funded by progress construction draws in the construction phase. The construction loan will have conversion component. The perm loan of $5,000,000 will have a term

Describe the replacement reserves:

At permanent conversion the development will fund a replacement reserve in the amount of $250/unit per year

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments):

The development construction period budget includes a Rent-up Reserve of $75,000 to be used for interest carry and $61,556 in negative operating losses/expenses until such time the development will achieve breakeven and closing of permanent loan. The investor will require an operating reserve in the amount of $200,000 to be funded from capital sources at or before the time of permanent loan closing.

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: 617-624-8877
Email address: rmazzocchi@bostondcapital.com

If a revised form is submitted, date of submission: _____________________
July 12, 2018

Ms. Cynthia Ford
Dwayne Henson Investment, Inc.
1500 N Post Oak Road, Suite 190
Houston, Texas  77055

RE:  Rutherford Park, LP (a Texas limited partnership)
     Rutherford Park Apartments, Houston, Texas

Dear Cynthia:

Boston Capital ("BC") has submitted a letter of intent to purchase the federal low income housing tax credits to be allocated to the above referenced property. This letter will outline the timing and magnitude of the potential Partnerships developer fee distributions.

Based on an annual LIHTC allocation of $1,500,000, capital contributions to the Limited Partnership would total $13,948,605 and provide a paid development fee of $2,136,391. The manner in which this fee would be paid from capital contributions is outlined below:

<table>
<thead>
<tr>
<th>Installment</th>
<th>Capital Contribution</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Installment</td>
<td>$640,917</td>
<td>(30%)</td>
</tr>
<tr>
<td>Second Installment</td>
<td>$1,068,196</td>
<td>(50%)</td>
</tr>
<tr>
<td>Third Installment</td>
<td>$427,278</td>
<td>(20%)</td>
</tr>
</tbody>
</table>

Please feel free to call me at (617) 624-8877, if you have any questions.

Sincerely,

Richard D. Mazzocchi
Vice President, Acquisitions
Evidence of Funding from Local Political Subdivision

- Loan Commitment from Harris County Housing Finance Corp in the amount of $500
February 20, 2018

Mr. Timothy K. Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

Re: Funding Commitment for Rutherford Park, TDHCA #18159

Dear Mr. Irvine:

Rutherford Park, LP (the “Applicant”) and its development team have applied for funding from Harris County Housing Finance Corporation, a public instrumentality and a nonprofit corporation (“HCHFC”), in connection with the proposed development of Rutherford Park, an affordable rental housing development to be located at approximately the 12300 block of Tidwell Road (northeast corner of C.E. King Parkway and Tidwell Road), Houston, Harris County, Texas 77044, in the extraterritorial jurisdiction of the City of Houston. Assuming the Applicant receives an award of tax credits, HCHFC will provide a loan to the Applicant in the amount of $500.00.

Very truly yours,

HARRIS COUNTY HOUSING FINANCE CORPORATION

[Signature]

W.F. Burge III, President
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Tab 36

Sponsor Characteristics

Resolution Inc., HUB Certificate

- HUB Plan
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**
   - [ ] No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - [X] Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - [X] 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: **26.000%**
     - Cash from operations: **19.000%**
     - Developer Fee: **5.000%**
     - Total: **50.00%**
   - [X] 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.
   - [X] 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
   - [X] No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - [X] 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:**
   - [ ] 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.
   - [ ] If attempting to score as a participating Nonprofit, Application is applying under the Nonprofit Set-Aside
   - [ ] Yes A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] Yes A nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] Yes No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - [ ] Yes Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 0

   **Total Points Claimed:** 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement/cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. **Note:** Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

**Texas Historically Underutilized Business (HUB) Certificate**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**RESOLUTION, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-FEB-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
RESOLUTION, INC.
HUB PLAN

Resolution, Inc. a certified HUB, established since 1980 and a 40% member of Rutherford Park GP, LLC, the General Partner of Rutherford Park, LP has over 37 years of experience directly related to Construction, Development, Financing and Compliance in the housing industry. Resolution, Inc., has developed over 600 low income tax credit units in Texas (see previous participation schedule) while the principals of Resolution, Inc. Cynthia Ford and J. Steve Ford and their affiliated companies have developed and/or financed approximately 30,000 units with current ownership of over 8,700 units in the state of Texas. Furthermore, Cynthia Ford, President and J. Steve Ford, Vice-President of Resolution, Inc. will materially participate in all aspects of the construction, development, financing and compliance of Rutherford Park. In the capacity of the general partner, sponsor, developer, and decision maker of Rutherford Park the responsibilities of Resolution Inc. during predevelopment, development and compliance include the following:

- Selecting the land for the proposed development
- Selecting the development team members
- Meeting with all the elected officials, city and county personnel, and neighborhood groups to discuss and secure approval of the development
- Funding for the expenses incurred for the tax credit application
- Closing of the Construction loan
- Ensuring that the project is built within the budget and in accordance with TDHCA rules and regulations
- Review books and records of the partnership prepared by third party property management company
- Perform site visits and ensure that proposed project is operated as a low-income rental housing community in accordance with Section 42 of the Code and in compliance with TDHCA rules and regulations
- Providing progress and annual reports to the investor limited partner
- Ensure payment of state and local taxes
- Any other responsibilities deemed necessary as owners of the project
TAB 37

Applicant Ownership Chart
Developer Ownership Chart
Guarantor Chart
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include date of submission!
Limited Partner
Cynthia Ford
Ownership 99.99%

General Partner
Rutherford Park GP, LLC
(a to-be formed Texas limited liability company)
J. Steve Ford - Manager/Guarantor
Jeremy Bartholomew - Manager
Carrie Ford Compton - Manager
0.01% Ownership

Resolution, Inc.
Certified HUB
26% Member

J. Steve Ford
Vice President - 0% Ownership

Cynthia Ford
President Sole Owner

JFB Properties
25% Member

Jeremy Bartholomew
Sole Member

Vin Capital Resources, LLC
Certified HUB
13% Member

Carrie Ford Compton
Sole Member

Berylium Services, LLC
13% Member

John S Ford
Sole Member

Bellbeacon, LLC
13% Member

Jill Ford Wright
Sole Member

Resolution Real Estate Services, LLC
10% Member

J. Steve Ford
50% Member/Manager

Cynthia Ford
50% Member/Manager
DEVELOPER
Rutherford Park Developers, LLC
(a to-be formed Texas limited liability company)

J. Steve Ford - Manager
Jeremy Bartholomew - Manager
Carrie Ford Compton - Manager

100% Ownership

Resolution, Inc.
Certified HUB
5% Member

J. Steve Ford
Vice President - 0% Ownership

Cynthia Ford
President Sole Owner

JFB Properties
30% Member

Jeremy Bartholomew
Sole Member

Vin Capital Resources, LLC
Certified HUB
16.80% Member

Carrie Ford Compton
Sole Member

J. Steve Ford
50% Member/Manager

Berylium Services, LLC
16.80% Member

John S. Ford
Sole Member

Bellbeacon, LLC
16.80% Member

Jill Ford Wright
Sole Member

Resolution Real Estate Services, LLC
14.60% Member

J. Steve Ford
50% Member/Manager

Cynthia Ford
50% Member/Manager
APPLICANT
RUTHERFORD PARK, LP
(a to-be formed Texas Limited Partnership)
GUARANTORS

J. Steve Ford
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Tab 38

List of Organizations and Principals
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Cynthia Ford</th>
<th>Role/Title:</th>
<th>Limited Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Road, Suite 190</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77055</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park LP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>N/A</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>7133345514</td>
<td>Email: <a href="mailto:Cyndiford@mac.com">Cyndiford@mac.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Org. 1.1</td>
<td>Organization Legal Name:</td>
<td>Resolution, Inc.</td>
<td>Role/Title:</td>
<td>Member of GP &amp; Devel</td>
</tr>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Road, Suite 190</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77055</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park GP, LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>2/19/80</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>7133345514</td>
<td>Email: <a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Org.</td>
<td>Role/Title</td>
<td>Member of GP &amp; Devel</td>
<td>Function</td>
<td>Phone</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
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</tr>
<tr>
<td>1.2</td>
<td>Vin Capital Resources, LLC</td>
<td>Limited Liability Company</td>
<td>7133345514, <a href="mailto:jeremy@enco.re">jeremy@enco.re</a></td>
<td>13511 Havershire Lane, Houston, TX 77079</td>
</tr>
<tr>
<td>1.3</td>
<td>JFB Properties, LLC</td>
<td>Limited Liability Company</td>
<td>7133345514, <a href="mailto:carrie@encoreresidential.net">carrie@encoreresidential.net</a></td>
<td>1500 North Post Oak Road, Suite 190, Houston, TX 77055</td>
</tr>
<tr>
<td>1.4</td>
<td>Resolution Real Estate Services, LLC</td>
<td>Limited Liability Company</td>
<td>7133345514, <a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
<td>1500 North Post Oak Road, Suite 190, Houston, TX 77055</td>
</tr>
<tr>
<td>1.5</td>
<td>Beryllium Services, LLC</td>
<td>Limited Liability Company</td>
<td>7133345514, <a href="mailto:john@enco.re">john@enco.re</a></td>
<td>1500 North Post Oak Road, Suite 190, Houston, TX 77055</td>
</tr>
</tbody>
</table>

**Organization Legal Name:** Vin Capital Resources, LLC

**Role/Title:** Limited Liability Company

**Address:** 1500 North Post Oak Road, Suite 190, Houston, TX 77055

**Name(s) of Entities the Organization Owns or Controls:**

1. Carrie Ford Compton
   - TDHCA Experience: Yes
2. Jeremy Bartholomew
   - TDHCA Experience: Yes
3. John S. Ford
   - TDHCA Experience: No

**Organization legally formed?** Yes

**Date formed:** 7/15/11

**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** Yes

**Phone:** 7133345514

**Email:** carrie@encoreresidential.net

---

**Organization Legal Name:** JFB Properties, LLC

**Role/Title:** Limited Liability Company

**Address:** 1500 North Post Oak Road, Suite 190, Houston, TX 77055

**Name(s) of Entities the Organization Owns or Controls:**

1. Carrie Ford Compton
   - TDHCA Experience: Yes
2. Jeremy Bartholomew
   - TDHCA Experience: Yes
3. John S. Ford
   - TDHCA Experience: No

**Organization legally formed?** Yes

**Date formed:** 7/15/11

**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** Yes

**Phone:** 7133345514

**Email:** carrie@encoreresidential.net

---

**Organization Legal Name:** Resolution Real Estate Services, LLC

**Role/Title:** Member of GP & Devel

**Address:** 1500 North Post Oak Road, Suite 190, Houston, TX 77055

**Name(s) of Entities the Organization Owns or Controls:**

1. Carrie Ford Compton
   - TDHCA Experience: Yes
2. Jeremy Bartholomew
   - TDHCA Experience: Yes
3. John S. Ford
   - TDHCA Experience: No

**Organization legally formed?** Yes

**Date formed:** 1/23/97

**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** Yes

**Phone:** 7133345514

**Email:** steve@resolutioninc.net

---

**Organization Legal Name:** Beryllium Services, LLC

**Role/Title:** Member of GP & Devel

**Address:** 1500 North Post Oak Road, Suite 190, Houston, TX 77055

**Name(s) of Entities the Organization Owns or Controls:**

1. Carrie Ford Compton
   - TDHCA Experience: Yes
2. Jeremy Bartholomew
   - TDHCA Experience: Yes
3. John S. Ford
   - TDHCA Experience: No

**Organization legally formed?** Yes

**Date formed:** 5/9/03

**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** No

**Phone:** 7133345514

**Email:** john@enco.re

---
<table>
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<tr>
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<th>Role/Title: Member of GP &amp; Devel</th>
</tr>
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<tbody>
<tr>
<td>Address: 1500 North Post Oak Road, Suite 190</td>
<td>City: Houston</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: Rutherford Park GP, LLC

Organization legally formed? Yes | Date formed: 1/15/09 | Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes | Phone: 7133345514 | Email: jill@enco.re

Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Jill Ford Wright</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<tr>
<th>Organization Legal Name: Rutherford Park Developers, LLC</th>
<th>Role/Title: Developer</th>
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</thead>
<tbody>
<tr>
<td>Address: 1500 North Post Oak Road, Suite 190</td>
<td>City: Houston</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: Rutherford Park GP, LLC

Organization legally formed? No | Date formed: | Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No | Email: steve@resolutioninc.net

Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1. Resolution, Inc</td>
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<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2. JFB Properties, LLC</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>3. Vin Capital Resources, LLC</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>4. Berylium Services, LLC</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>5. Bellbeacon, LLC</td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>6. Resolution Real Estate Services, LLC</td>
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<table>
<thead>
<tr>
<th>Organization Legal Name: J. Steve Ford</th>
<th>Role/Title: Guarantor</th>
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<tbody>
<tr>
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<td>City: Houston</td>
</tr>
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Name(s) of Entities the Organization Owns or Controls: Rutherford Park GP, LLC

Organization legally formed? No | Date formed: N/A | Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes | Phone: 7133345514 | Email: steve@resolutioninc.net

Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<th>Organization Legal Name: x</th>
<th>Role/Title</th>
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<tbody>
<tr>
<td>Address:</td>
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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? |

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<th>List of Sub-Entities or Principals:</th>
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<tbody>
<tr>
<td>1.</td>
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<tr>
<td>TDHCA Experience:</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
</tr>
<tr>
<td>5.</td>
</tr>
<tr>
<td>6.</td>
</tr>
</tbody>
</table>
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name</th>
<th>Rutherford Park, LP</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Roa, Suite 190</td>
</tr>
<tr>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>77055</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park, LP</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>N/A</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
</tr>
<tr>
<td>Role/Title</td>
<td>General partner</td>
</tr>
<tr>
<td>Phone:</td>
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</table>

<table>
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<tr>
<th>Organization Legal Name</th>
<th>Rutherford Park GP LLC</th>
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<tr>
<td>City:</td>
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<tr>
<td>State:</td>
<td>TX</td>
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<td>Zip:</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park, LP</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
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<tr>
<td>Date formed:</td>
<td>2/19/80</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
</tr>
<tr>
<td>Role/Title</td>
<td>Member of GP &amp; Devel</td>
</tr>
<tr>
<td>Phone:</td>
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<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Resolution, Inc.</th>
</tr>
</thead>
<tbody>
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<td>Address:</td>
<td>1500 North Post Oak Road, Suite 190</td>
</tr>
<tr>
<td>City:</td>
<td>Houston</td>
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<td>State:</td>
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<td>Date formed:</td>
<td>2/19/80</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
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<td>Previous TDHCA Experience?</td>
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<td>Email:</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
</tr>
<tr>
<td>Role/Title</td>
<td>Member of GP &amp; Devel</td>
</tr>
<tr>
<td>Phone:</td>
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<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Bellbeacon, LLC</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Road, Suite 190</td>
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<tr>
<td>City:</td>
<td>Houston</td>
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<tr>
<td>State:</td>
<td>TX</td>
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<tr>
<td>Zip:</td>
<td>77055</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park GP, LLC</td>
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<td>Organization legally formed?</td>
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<tr>
<td>Date formed:</td>
<td>1/15/09</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
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</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jill@enco.re">jill@enco.re</a></td>
</tr>
<tr>
<td>Role/Title</td>
<td>Member of GP &amp; Devel</td>
</tr>
<tr>
<td>Phone:</td>
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<table>
<thead>
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<th>List of Sub-Entities or Principals:</th>
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<tr>
<td>1. <strong>Resolution, Inc.</strong></td>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>2. <strong>Vin Capital Resources, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>3. <strong>JFB Properties, LLC</strong></td>
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<tr>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>4. <strong>Berykium Services, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<td>5. <strong>Bellbeacon, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<td>6. <strong>Resolution Real Estate Services, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<table>
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<tr>
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<td>1. <strong>Cynthia Ford</strong></td>
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<tr>
<td>TDHCA Experience: Yes</td>
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<td>2. <strong>J. Steve Ford</strong></td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>3. <strong>Jill Ford Wright</strong></td>
</tr>
<tr>
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<td>1. <strong>Resolution, Inc.</strong></td>
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<td>TDHCA Experience: Yes</td>
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<td>2. <strong>Vin Capital Resources, LLC</strong></td>
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<td>3. <strong>JFB Properties, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>4. <strong>Berykium Services, LLC</strong></td>
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<td>5. <strong>Bellbeacon, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>6. <strong>Resolution Real Estate Services, LLC</strong></td>
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<tr>
<td>1. <strong>Bellbeacon, LLC</strong></td>
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<tr>
<td>TDHCA Experience: Yes</td>
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<td>3. <strong>Vin Capital Resources, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<td>4. <strong>JFB Properties, LLC</strong></td>
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<tr>
<td>TDHCA Experience: Yes</td>
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<td>5. <strong>Berykium Services, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<tr>
<td>6. <strong>Resolution Real Estate Services, LLC</strong></td>
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<td>TDHCA Experience: Yes</td>
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<td>Org.</td>
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<td>1.5</td>
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<tr>
<td>1.6</td>
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### Name(s) of Entities the Organization Owns or Controls:

1. Rutherford Park GP, LLC
2. JFB Properties, LLC
3. Resolution Real Estate Services, LLC
4. Beryllium Services, LLC

### Organization legally formed?

1. Yes
2. Yes
3. Yes
4. No

### Previous TDHCA Experience?

1. Yes
2. Yes
3. No
4. No

### List of Sub-Entities or Principals:

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<th>Org.</th>
<th>Name</th>
<th>Role/Title</th>
<th>TDHCA Experience</th>
<th>Email</th>
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<tr>
<td>1.3</td>
<td>Carrie Ford Compton</td>
<td></td>
<td>Yes</td>
<td><a href="mailto:carrie@encoreresidential.net">carrie@encoreresidential.net</a></td>
</tr>
<tr>
<td>1.4</td>
<td>Jeremy Bartholomew</td>
<td></td>
<td>Yes</td>
<td><a href="mailto:jeremy@enco.re">jeremy@enco.re</a></td>
</tr>
<tr>
<td>1.5</td>
<td>J. Steve Ford</td>
<td></td>
<td>Yes</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
</tr>
<tr>
<td>1.6</td>
<td>John S. Ford</td>
<td></td>
<td>Yes</td>
<td><a href="mailto:john@enco.re">john@enco.re</a></td>
</tr>
<tr>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>Address</td>
<td>City</td>
<td>State</td>
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<tr>
<td>Rutherford Park Developers, LLC</td>
<td>Developer</td>
<td>1500 North Post Oak Road, Suite 190</td>
<td>Houston</td>
<td>TX</td>
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**Name(s) of Entities the Organization Owns or Controls:**
- J. Steve Ford, Jeremy Bartholomew, Carrie Ford Compton

**Organization legally formed?** No  
**Date formed:** N/A  
**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** No  
**Phone:** 7133345514  
**Email:** steve@resolutioninc.net

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** Yes

**List of Sub-Entities or Principals:**
1. Resolution, Inc.  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes
2. JFB Properties, LLC  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes
3. Vin Capital Resources, LLC  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes
4. Berylium Services, LLC  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes
5. Bellbeacon, LLC  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes
6. Resolution Real Estate Services, LLC  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes  
   TDHCA Experience: Yes
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 39

Previous Participation Forms for:

Resolution, Inc.
J. Steve Ford
Cynthia Ford
Vin Capital Services, LLC
Carrie Ford Compton
JFB Properties, LLC
Jeremy Bartholomew
Beryllium Services, LLC
John S. Ford
Bellbeacon, LLC
Jill Ford Wright
Resolution Real Estate Services, LLC
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: Resolution, Inc (RI) Member of Rutherford Park GP, LLC, the General Partner

Email Address: steve@resolutioninc.net

City & State of Home Addr: 1500 North Post Oak Road, Suite 190; Houston, Texas 77055

Applicant Legal Name: Rutherford Park, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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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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Applicant Legal Name: J. Steve Ford, VP of RI. and Manager of RRES, the Member of Rutherford Park GP, LLC, the GP
Email Address: steve@resolutioninc.net
City & State of Home Addr: 1500 North Post Oak Road, Suite 190; Houston, Texas 77055

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<td>Other:</td>
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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: Cynthia Ford, Pres/sole Member of RI and Manager of RRES, the memb of Rutherford Park GP, LLC

Email Address: cyndiford@me.com

City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055

Applicant Legal Name: Rutherford Park, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td>Brownwood</td>
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Person/Role: Vin Capital Resources, LLC (VIN)/Carrie Ford Compton, Member of Rutherford Park GP, LLC, the GP

Email Address: carrie@encoreresidential.net

City & State of Home Addr: 1500 North Post Oak Road, Suite 190

Applicant Legal Name: Rutherford Park, 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:

| Person/Role: | JFB Properties, LLC (JFB) Member of Rutherford Park GP, LLC, the General Partner |

### Email Address:

| Email Address: | Jeremy@enco.re |

### City & State of Home Addr:

| City & State of Home Addr: | 13511 Havershire Lane, Houston, Texas 77079 |

### Applicant Legal Name:

| Applicant Legal Name: | Rutherford Park, 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: Jeremy Bartholomew Manager of (JFB) Member of Rutherford Park GP, LLC, the General Partner
Email Address: jeremy@enco.re
City & State of Home Addr: 13511 Havershire Lane, Houston, Texas 77079
Applicant Legal Name: Rutherford Park, LP

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Person/Role: Berylium Services, LLC, Member of Rutherford Park GP, LLC, the GP
Email Address: john@enco.re
City & State of Home Addr: 1500 North Post Oak Rd, Suite 190
Applicant Legal Name: Rutherford Park, 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:**

| John Ford (Manager of Berylium), Member of Rutherford Park GP, LLC, the GP |

**Email Address:**

| john@enco.re |

**City & State of Home Addr:**

| 1500 North Post Oak Rd, Suite 190 |

**Applicant Legal Name:**

| Rutherford Park, LP |

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<td>377 Villas of Brownwood</td>
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<tr>
<td>07242/097</td>
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<td>Brownwood</td>
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Person/Role: [John S. Ford (Manager of Beryllium), Member of Rutherford Park GP, LLC, the GP]

Email Address: john@enco.re

City & State of Home Addr: 1500 North Post Oak Road, Suite 190

Applicant Legal Name: Rutherford Park, LP

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<tr>
<td>Email Address:</td>
<td><a href="mailto:jill@enco.re">jill@enco.re</a></td>
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Person/Role: Jill Ford Wright Manager of Bellbeacon, Member of Rutherford Park GP, LLC, the GP
Email Address: jill@enco.re
City & State of Home Addr: 1500 North Post Oak Raod, Suite 190
Applicant Legal Name: Rutherford Park, 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: Resolution Real estate services, LLC, the Member of Rutherford Park GP, LLC, the GP
Email Address: stmeye@resolutioninc.net
City & State of Home Addr: 1500 North Post Oak Road, Suite 190; Houston, Texas 77055
Applicant Legal Name: Rutherford Park, LP

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Person/Role: Rutherford Park, LP
Email Address: steve@resolutioninc.net
City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055
Applicant Legal Name: Rutherford Park, LP

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Person/Role: Rutherford Park GP, LLC
Email Address: steve@resolutioninc.net
City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055
Applicant Legal Name: Rutherford Park, LP

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<th>Person/Role:</th>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
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<td>City &amp; State of Home Addr:</td>
<td>1500 North Post Oak Road, Suite 190, Houston, Texas 77055</td>
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<td>Applicant Legal Name:</td>
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</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 40

Nonprofit Participation

Not Applicable
**Nonprofit Participation**

<table>
<thead>
<tr>
<th>Nonprofit Set-Aside (Competitive HTC Applications Only)</th>
</tr>
</thead>
</table>

**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.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td></td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td></td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td></td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td></td>
</tr>
<tr>
<td>1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?</td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes&quot;, will this nonprofit organization Control the Applicant?</td>
<td></td>
</tr>
<tr>
<td>What is the ownership percentage of this nonprofit organization?</td>
<td></td>
</tr>
<tr>
<td>2) Describe the nonprofit’s participation:</td>
<td></td>
</tr>
<tr>
<td>3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:</td>
<td></td>
</tr>
<tr>
<td>4) Will the nonprofit receive part of the development fees paid in connection with the development?</td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes,&quot; explain:</td>
<td></td>
</tr>
</tbody>
</table>
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 41

Nonprofit Supporting Documentation

Not Applicable
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)
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 42

Development Team Members Form
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>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rutherford Park Developers, LLC</td>
<td>(713) 334-5514</td>
<td>J. Steve Ford</td>
<td>$1,822,144.00</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rutherford Park Contractors, LLC</td>
<td>(713) 334-5514</td>
<td>J. Steve Ford</td>
<td>$1,231,952.00</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same as above</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vin Capital Resources, LLC</td>
<td>(713) 334-5514</td>
<td>Carrie Ford Compton</td>
<td>Included in GC fees</td>
<td>45-2769228</td>
</tr>
<tr>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Architect:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mucasey &amp; Associates</td>
<td>(713) 521-1233</td>
<td>Mark Mucasey</td>
<td>$160,000.00</td>
<td>76-0302846</td>
</tr>
<tr>
<td><a href="mailto:markm@mucaseyarchitects.com">markm@mucaseyarchitects.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Role</td>
<td>Contact Name</td>
<td>Phone Number</td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------</td>
<td>-----------------------</td>
<td>---------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Engineer</td>
<td>Dan Scott</td>
<td>(713) 485-8154</td>
<td><a href="mailto:dscott@cobbfendly.com">dscott@cobbfendly.com</a></td>
<td>$80,000.00</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>Civil Engineer</td>
<td>Mark Sappington Engineering</td>
<td>(713) 429-5610</td>
<td><a href="mailto:mark@sappingtonengineering.com">mark@sappingtonengineering.com</a></td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Affordable Market Analyst</td>
<td>(281) 387-7552</td>
<td><a href="mailto:robertcoe2@gmail.com">robertcoe2@gmail.com</a></td>
<td>$7,500.00</td>
</tr>
<tr>
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<tr>
<td>Appraiser</td>
<td>TBD</td>
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<td></td>
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</tr>
<tr>
<td>Attorney</td>
<td>Coats Rose</td>
<td>(713) 653-7395</td>
<td><a href="mailto:bpalmer@coatsrose.com">bpalmer@coatsrose.com</a></td>
<td>$85,000.00</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>Accountant</td>
<td>Novogradac &amp; Company LLP</td>
<td>(512) 349-3227</td>
<td><a href="mailto:michael.derrickson@novoco.com">michael.derrickson@novoco.com</a></td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Property Manager:</strong></td>
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<tr>
<td><strong>DayRise Residnetial Management Company</strong></td>
<td><strong>SuAnn Tinsley</strong></td>
<td><strong>(713) 784-6200</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
<td><strong>Email</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong><a href="mailto:stinsley@dayrise.com">stinsley@dayrise.com</a></strong></td>
<td><strong>5% of gross collections</strong></td>
<td><strong>27-5097029</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members?</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>No</td>
<td>No</td>
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<table>
<thead>
<tr>
<th><strong>Originator of Underwriter:</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Citi Bank, NA</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong><a href="mailto:mahesh.ayer@citi.com">mahesh.ayer@citi.com</a></strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
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<table>
<thead>
<tr>
<th><strong>Bond Issuer:</strong></th>
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<tbody>
<tr>
<td><strong>N/A</strong></td>
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<tr>
<td><strong>Email</strong></td>
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<tr>
<td><strong>Certified Texas HUB?</strong></td>
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<tr>
<th><strong>Syndicator:</strong></th>
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<tr>
<td><strong>Boston Capital</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong><a href="mailto:tdixon@bostoncapital.com">tdixon@bostoncapital.com</a></strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Supportive Services Provider:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Portfolio Resident Serices</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong><a href="mailto:emoreno@portfolioresidntservices.org">emoreno@portfolioresidntservices.org</a></strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
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<table>
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<tr>
<th><strong>Supportive Services Provider:</strong></th>
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<tbody>
<tr>
<td><strong>N/A</strong></td>
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<tr>
<td><strong>Email</strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Title Company</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Land America Charter Title Company</td>
</tr>
<tr>
<td><a href="mailto:gcarr@chartertitle.com">gcarr@chartertitle.com</a></td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Consultant:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>LBK, Ltd</td>
<td>Lily Kavthekar</td>
<td>(832) 439-3725</td>
</tr>
<tr>
<td><a href="mailto:lily@lbkltd.net">lily@lbkltd.net</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>$50,000.00</td>
<td>20-0495585</td>
</tr>
<tr>
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<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>ESA Provider:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Murillo &amp; Company</td>
<td>Donna Murillo</td>
<td>(281) 933-9702</td>
</tr>
<tr>
<td><a href="mailto:donna@murillocompany.com">donna@murillocompany.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>$7,500.00</td>
<td>74-1596664</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
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<table>
<thead>
<tr>
<th>PCA Provider:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moon Shepherd Baker Insurance Company</td>
<td>Bill Baker</td>
<td>(713) 578-2000</td>
</tr>
<tr>
<td><a href="mailto:bill.baker@moonsbaker.com">bill.baker@moonsbaker.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>$135,000.00</td>
<td>76-0204677</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Surveyor</td>
<td>Kevin Kolb</td>
<td>(281) 479-8719</td>
</tr>
<tr>
<td><a href="mailto:kkolb@totalsurveyor.com">kkolb@totalsurveyor.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>$40,000.00</td>
<td>76-0460990</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit 42 (Continued)

Development Team Members

Explanation of Development Team Member’s Direct or Indirect financial interest with applicant or other team members

1. **Developer:** Rutherford Park Developers, LLC has a direct and financial interest with applicant or other team members.

Resolution, Inc. (RI) is 26% member of the General Partner (GP) entity and 5% member of the Developer entity. Resolution real Estate Services, LLC. (RRES), is a 10% member of the GP, and 14.60% member of Developer entities for this project. Vin Capital Resources, LLC (VIN) is a 13% member of the GP, and 16.80% member of the Developer entities for the project. JFB Properties, LLC (JFB) is a 25% member of the GP, and 30% member of the Developer entities for the project. Berilyum Services, LLC (Berilyum) is a 13% member of the GP, and 16.80% member of the Developer entities for the project. Bellbeacon, LLC (Bellbeacon) is a 13% member of the GP, and 16.80% member of the Developer entities for the project. J. Steve Ford, Jeremy Bartholomew and Carrie Ford Compton are the managers of Rutherford Park Developers, LLC.

2. **Housing General Contractor:** Rutherford Park Contractors, LLC has a direct, and financial interest with applicant or other team members.

RI; RRES; VIN; JFB; Berilyum, & Bellbeacon will have some ownership in the contractor entity of the project.

3. **Cost Estimator:** Vin Capital Resources, LLC has a direct and financial interest with applicant or other team members.

Cynthia Ford and J. Steve Ford are the principals of Resolution, Inc. and Resolution Real Estate Services, LLC.

J. Steve Ford, Manager of RRES and Carrie Ford Compton, Manager of VIN and Jeremy Bartholomew, Manager of JFB are the managers of Rutherford Park GP, L.L.C., Rutherford Park Developers, L.L.C and Rutherford Park Contractors, LLC. J. Steve Ford is a Guarantor for the project.
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 43

Architect Certification

- Statement from the Architect describing how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements.
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

February 20, 2018

Date

Mark Mucasey

Printed Name

09420

License Number and State

Mucasey & Associates, Architects

Firm Name (If applicable)
Mucasey & Associates, Architects has prepared this 2018 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

**Mobility Impaired Units:**

We have designed mobility impaired units for each bedroom type, including 36” wide doors; push and pull door clearances; accessible routes to all spaces; 60” diameter turning area in all spaces; 34” high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48” a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

**Sight/Hearing Impaired Units:**

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48” a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

**Accessible Parking:**

We set out to calculate the number of required accessible parking spaces per the TDHCA Tab Form, but could not get it to work. After much discussion with the Department, we made our own form, as the Accessibility Specialist of this project, and based it on two methods—Fair Housing and ADA. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to the Amenity Center, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

Date: 2/26/18
Evidence of Experience
January 23, 2015

Mr. J. Steve Ford
c/o Lily Kavtechkar
1500 North Post Oak Road, Suite 190
Houston, Texas 77055

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2015 UNIFORM MULTIFAMILY RULES

Dear Mr. Ford:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. …

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Jean M. Latsha
Director of Multifamily Finance
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 45

Applicant Credit Limit Documentation and Certification
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
| b. Person/entity has at least one other application in the current Application Round. |
| --- | --- |
| 1. Rutherford Park, LP | No |
| 2. Rutherford Park GP, LLC | No |
| 3. Resolution, Inc. | No |
| 4. J. Steve Ford | Yes | Submit Part II |
| 5. Cynthia Ford | Yes | Submit Part II |
| 6. Vin Capital Resources, LLC | Yes | Submit Part II |
| 7. Carrie Ford Compton | Yes | Submit Part II |
| 8. JFB Properties, LLC | Yes | Submit Part II |
| 9. Jeremy Bartholomew | Yes | Submit Part II |
| 10. Beryllium Services, LLC | Yes | Submit Part II |
| 11. John S. Ford | Yes | Submit Part II |
| 12. Bellbeacon, LLC | Yes | Submit Part II |
| 13. JILL Ford Wright | Yes | Submit Part II |
| 14. Resolution Real Estate Services, LLC | Yes | Submit Part II |
| 15. Rutherford Park Developers, LLC | Yes | Submit Part II |
| 16. | Yes | Submit Part II |
| 17. | Yes | Submit Part II |
| 18. | Yes | Submit Part II |
| 19. | Yes | Submit Part II |
| 20. | Yes | Submit Part II |
| 21. | Yes | Submit Part II |
| 22. | Yes | Submit Part II |
| 23. | Yes | Submit Part II |
| 24. | Yes | Submit Part II |
| 25. | Yes | Submit Part II |
| 26. | Yes | Submit Part II |
| 27. | Yes | Submit Part II |
| 28. | Yes | Submit Part II |
| 29. | Yes | Submit Part II |
| 30. | Yes | Submit Part II |

Individually, or as the General Partner(s) or officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant] 2/23/18 [Date] Its: J. Steve Ford, Manager of the GP
Part II. Credit Limit Certification

Instructions: Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: J. Steve Ford

Which is: [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

[ ] a Developer for the Applicant for this specific Application

[ ] an Affiliate to the Applicant

[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<th>Development Name:</th>
<th>Region</th>
<th>City</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>9.00%</td>
<td>4.90%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Steve Ford is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

J. Steve Ford

Printed Name

2/22/18

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Cynthia Ford

Which is:  
- X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- X a Developer for the Applicant for this specific Application
- X an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>6</td>
<td>Houston</td>
<td>9.00%</td>
<td>4.90%</td>
</tr>
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</table>

I acknowledge that J. Steve Ford is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Cynthia Ford

Printed Name

Date: 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:  

- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>6.50%</td>
<td>8.40%</td>
</tr>
</tbody>
</table>

I acknowledge that [ ] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  
Vin Capital Resources, LLC  
2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form: Carrie Ford Compton

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e., General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>6.50%</td>
<td>8.40%</td>
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I acknowledge that the Applicant is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Carrie Ford Compton  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Date: 2/22/18
Part II. Credit Limit Instruction

Each Person and/or Entity that answered 'Yes' to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Signature:</th>
</tr>
</thead>
</table>
| Monroe Croning | [Signature]

Which is:

- [ ] the Applicant Entity that generally manages or controls the Applicant, i.e. General Partner, Managing Limited Partner or equivalent of the Applicant
- [X] an Affiliate to the Applicant
- [X] a Developer for the Applicant
- [X] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

I hereby certify that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round:

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<tbody>
<tr>
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<td>6</td>
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<td>8.45%</td>
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I acknowledge that if the Department determines that an Applicant, Developer, Affiliate, or Guarantor, has received in the aggregate allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitment or Carryover Allocations. Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: Signature of Applicant, Developer, Affiliate, or Guarantor

[Printed Name]

Date: 2/22/18

DUPLICATE SUBMISSION - BPS
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: JFB Properties, LLC

Which is:  
- X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>6</td>
<td>Houston</td>
<td>12.50%</td>
<td>15.00%</td>
</tr>
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I acknowledge that J. Steve Ford is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

JFB Properties, LLC
Printed Name

Date: 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Jeremy Bartholomew

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
□ a Developer for the Applicant for this specific Application
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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate, or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Jeremy Bartholomew (as appropriate) 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form:  
Berylium Services, LLC

Which is:  

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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</table>

I acknowledge that  

[ ] I. Steve Ford  
is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:                      

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Berylium Services, LLC  

Printed Name  

Date: 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form: John S. Ford

Which is: X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>6.50%</td>
<td>8.40%</td>
</tr>
</tbody>
</table>

I acknowledge that ____________________________ is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

John S. Ford
Printed Name

Date: 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form: BellBeecon, LLC

Which is: X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

X a Developer for the Applicant for this specific Application

X an Affiliate to the Applicant

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tbody>
<tr>
<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>6.50%</td>
<td>8.40%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Steve Ford is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate, or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] BellBeecon, LLC

Printed Name: [Signature]

Date: 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form: Jill Ford Wright

Which is: X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

X a Developer for the Applicant for this specific Application

X an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>% of Dev. Fee:</th>
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<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>6.50%</td>
<td>8.40%</td>
</tr>
</tbody>
</table>

I acknowledge that the undersigned is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Jill Ford Wright

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/22/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Resolution Real Estate Services, LLC

Which is: X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
X an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>Development Name</th>
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<th>% of Dev. Fee</th>
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</thead>
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<tr>
<td>Monroe Crossing</td>
<td>6</td>
<td>Houston</td>
<td>18.00%</td>
<td>9.80%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Steve Ford is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] Resolution Real Estate Services, LLC

Printed Name 2/22/18 Date
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Tab 46

Community Input Scoring Items

**Local government support:**
Resolution of Support from City of Houston
Resolution of Support from Harris County

**Community support from State Representative:**
Support letter from Representative Harold Dutton

**Input from Community Organizations:**

- East Harris County Empowerment Council
- Buildaid Houston (AKA Homeaid, Inc.)
  - Christian Tabernacle Church
  - Portfolio Resident Services
- Pleasant Hill Community Development Corporation
  - Texas Inter Faith Housing Corporation
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Local Government Support:

- Resolution of support from City of Houston
- Resolution of support from Harris County
City of Houston, Texas, Resolution No. 2018-

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HOUSTON, TEXAS OR HAVING BEEN ANNEXED INTO THE CITY OF HOUSTON ONLY FOR LIMITED PURPOSES, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column on Schedule I captioned "Applicant Name" (individually referred to as "Applicant") has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned "Project Name" and "Project Address" (individually referred to as "Applicant's Project" with respect to the Applicant whose name is listed beside such information), each located in the Extraterritorial Jurisdiction of the City of Houston, Texas or having been annexed into the City of Houston only for limited purposes pursuant to an agreement between the City and the applicable municipal utility or other special purpose district, which provides that the areas remain in the Extraterritorial Jurisdiction of the City of Houston Texas for all other purposes, as set forth on Schedule I; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDHCA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of Applicant's Application related thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to such project.
Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14th day of February, 2018.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is 02/20/2018.

City Secretary

(Prepared by Legal Dept.)
Senior Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)

<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
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<tr>
<th>MAYOR TURNER</th>
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<tbody>
<tr>
<td>COUNCIL MEMBERS</td>
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<td>STARDIG</td>
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<td>DAVIS</td>
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<td>COHEN</td>
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<td>BOYKINS</td>
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<td>MARTIN</td>
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<td>LE</td>
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<td>TRAVIS</td>
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<td>CISNEROS</td>
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<td>GALLEGOS</td>
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<td>LASTER</td>
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<td>GREEN</td>
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<td>KNOX</td>
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<td>ROBINSON</td>
</tr>
<tr>
<td>KUBOSH</td>
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<tr>
<td>EDWARDS</td>
</tr>
<tr>
<td>CHRISTIE</td>
</tr>
</tbody>
</table>

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

CAPTION ADOPTED
<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Residences At Parkside, L.P.</td>
<td>The Residences At Parkside</td>
<td>17120 and 17122 Old Richmond Road</td>
<td>18150</td>
</tr>
<tr>
<td>Greens at Clodine LP</td>
<td>Greens at Clodine</td>
<td>Westpark Tollway E of FM 1464</td>
<td>18326</td>
</tr>
<tr>
<td>Rutherford Park, LP</td>
<td>Rutherford Park</td>
<td>Approx 12355 Tidwell Rd</td>
<td>18159</td>
</tr>
</tbody>
</table>
WHEREAS, Rutherford Park, LP has proposed a development for affordable rental housing at
approximately the 12300 block of Tidwell Rd. (northeast corner of C.E. King Pkwy and Tidwell Rd.),
Houston, TX 77044 named Rutherford Park in the City of Houston ETJ, Harris County, Texas and

WHEREAS, Rutherford Park, LP has advised that it intends to submit an application to the Texas
Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for
Rutherford Park.

It is hereby

RESOLVED, that the Harris County, acting through its governing body, hereby confirms that it supports
the proposed Rutherford Park located at approximately the 12300 block of Tidwell Rd. (northeast
corner of C.E. King Pkwy & Tidwell Rd.), Houston, TX 77044 / TDHCA Application #18159 and that
this formal action has been taken to put on record the opinion expressed by the Harris County on February
27, 2018, and

FURTHER RESOLVED that for and on behalf of the Governing Body, Harris County Commissioners
Court, Harris County Judge Ed Emmett, is hereby authorized, empowered, and directed to certify these
resolutions to the Texas Department of Housing and Community Affairs.

Passed and Adopted this ____ day of ________________ 2018.
Approved this ____ day of ________________ 2018.

By:  

County Judge Ed Emmett,
Harris County, Texas

Vote of the Court:

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
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</thead>
<tbody>
<tr>
<td>Judge Emmett</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Comm. Ellis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comm. Morman</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Comm. Radack</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Comm. Cagle</td>
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<td></td>
</tr>
</tbody>
</table>

Presented to Commissioners' Court

FEB 27 2018
APPROVE    
Recorded Vol.     Page     
Community Support from State Representative:

- Letter of support from Representative Harold Dutton
February 8, 2018

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

RE: Rutherford Park, (TDHCA #18159)
Approximately 12300 block of Tidwell (NEC of C E King Pkwy and Tidwell)
Houston, Texas 77044

Dear Mr. Irvine,

I send this letter to demonstrate my support for the proposed 114-unit family housing development, Rutherford Park, located in my house district 142, at the northeast corner of Tidwell Rd. and C E King Pkwy at approximately 12300 Tidwell Rd, Harris County, Texas 77044.

I am familiar with the development team for this facility and have reviewed the proposed plan for the apartments. The Rutherford Park team has an outstanding reputation in the Houston area as one of the most experienced teams with the highest quality developments.

Accordingly, I believe that if Rutherford Park is constructed and operated in the manner described, then the project will be a great asset to that neighborhood. In my opinion the development team for Rutherford Park has developed and operates communities that are a model for the tax credit program and should be replicated in future projects.

Thank you for the opportunity to provide our support and please contact me if you have any questions.

Sincerely,

Representative Harold V. Dutton, Jr.
District 142
8799 N. Loop East, Suite 200
Houston, Texas 77029
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Input from Community Organization:

Support from East Harris County Empowerment Council
January 29, 2018

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701
Attention: Tim Irvine – Executive Director

RE: Rutherford Park, (TDHCA #18159)
    12300 block of Tidwell (NEC C.E. King Pkwy & Tidwell)
    Houston, Texas 77044

Dear Mr. Irvine,

I send this letter to demonstrate support for the proposed 114-unit family housing development, Rutherford Park, located at the northeast corner of Tidwell Rd. and CE King Pkwy at approximately 12355 Tidwell Rd, Houston ETJ, Harris County, Texas 77044.

East Harris County Empowerment Council (EHCEC) has been working in the eastern, unincorporated region of Harris County for more than nine years. Our organization exists to provide high quality and innovative programs and services that empowers men, women and children to achieve their potential. We understand community issues and needs as we see them every day. To that end, we know first-hand of the immense need of quality, safe and affordable housing. Rutherford Park would meet a large and growing need within the community.

Developments like this will help address the needs of this community by providing affordable housing and needed social services to the residents. The developer is one of the most experienced groups in our metro area with a long track record of success. This development will make a very positive impact in our community.

Thank you for the opportunity to provide our support and please contact me if you have any questions at tnarcisse@ehcec.org.

In community,

Terence T. Narcisse
Executive Director, EHCEC
832-526-7227

12605 East Freeway #600, Houston, TX 77015
832-526-7227
www.ehcec.org
EAST HARRIS COUNTY EMPOWERMENT
COUNCIL
% TERENCE NARCISSE
PO BOX 346
CROSBY TX 77532-0346

Employer Identification Number: 27-0377576
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 15, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 2009.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
Exempt Organizations Select Check

990-N (e-Postcard) filer Information

Tax Period:
2017 (01/01/2017 - 12/31/2017)

Employer Identification Number (EIN):
27-0377576

Legal Name:
EAST HARRIS COUNTY EMPOWERMENT COUNCIL

Mailing Address:
Post Office Box 346
Crosby, TX 77532
United States

Doing Business As:

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Principal Officer's Name and Address:
Terence Narcisse
12402 Village of Kings Lake Blvd
Houston, TX 77044
United States

Website URL:
www.ehoc.org

Related 990-N (ePostcard) Filings:

If the organization has filed additional Forms 990-N (e-Postcards), link(s) to additional e-Postcard filings are displayed below. Click on the link(s) to see the information included in those filing(s).

Tax Year 2009
Tax Year 2010
Tax Year 2011
Tax Year 2012
Tax Year 2013
Tax Year 2014
Tax Year 2015
Tax Year 2016

Return to Search Results  Return to Search Page
February 12, 2018

EAST HARRIS COUNTY EMPOWERMENT COUNCIL
12402 VILLAGE OF KING'S LAKE BLVD
HOUSTON, TX 77044-5778

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 06-17-2009
- Sales and use tax, as of 08-03-2010
  (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: 32039734911

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.
Mission

Founded in 2008, EHCEC is a leading human service organization committed to developing people to transform the world. We exist to provide high quality, innovative programs and services that empower men, women and children to overcome poverty and achieve their full potential.
What we aim to solve

Add a problem overview to your profile. Update now (/ManageNonprofitReports.aspx)

Our programs

What are the organization's current programs, how do they measure success, and who do the programs serve?

SOURCE: Self-reported by organization

This organization has not yet reported any program information.

Where we work

Add a map of your service areas to your profile. Update now (/ManageNonprofitReports.aspx)

FINANCIALS

FREE: Gain immediate access to the following:
Need more info on this nonprofit?

OPERATIONS

The people, governance practices, and partners that make the organization tick.
Need more info?
FREE: Gain immediate access to the following:

- Address, phone, website and contact information
- Access to the GuideStar Community


A Premium report is also available for this organization for $125.  
Click here to see what's included. (/rxb/products/nonprofit-data-solutions/guidestar-premium.aspx)

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**Board Leadership Practices**
GuideStar worked with BoardSource, the national leader in nonprofit board leadership and governance, to create this section, which enables organizations and donors to transparently share information about essential board leadership practices.

**BOARD ORIENTATION & EDUCATION**
Does the board conduct a formal orientation for new board members and require all board members to sign a written agreement regarding their roles, responsibilities, and expectations?

Yes

**CEO OVERSIGHT**
Has the board conducted a formal, written assessment of the chief executive within the past year?

Yes
<table>
<thead>
<tr>
<th>ETHICS &amp; TRANSPARENCY</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have the board and senior staff reviewed the conflict-of-interest policy and completed and signed disclosure statements in the past year?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOARD COMPOSITION</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Does the board ensure an inclusive board member recruitment process that results in diversity of thought and leadership?</td>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th>BOARD PERFORMANCE</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Has the board conducted a formal, written self-assessment of its performance within the past three years?</td>
<td></td>
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</tbody>
</table>
APPLICANT:  RUTHERFORD PARK, LP

TDHCA # 18159

Input from Community Organization:

Support from Buildaid Houston (AKA Homeaid, Inc.)
February 19, 2018

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701
Attention: Tim Irvine – Executive Director

RE: Rutherford Park, (TDHCA #18159)
12300 block of Tidwell (NEC C.E. King Pkwy & Tidwell)
Houston, Texas 77044

Dear Mr. Irvine,

I send this letter to demonstrate support for the proposed 114-unit family housing development, Rutherford Park, located at the northeast corner of Tidwell Rd. and CE King Pkwy at approximately 12355 Tidwell Rd, Houston ETJ, Harris County, Texas 77044. Our organization is a 501(c)3 charitable civic organization based in Houston Texas.

Our organization is a non-profit home builder working throughout Houston and near the proposed development. We know first-hand of the immense need of quality, safe affordable housing. Rutherford Park would meet a large and growing need within the community.

Developments like this will help address the needs of this community by providing affordable housing and needed social services to the residents. The developer is one of the most experienced groups in our metro area with a long track record of success. This development will make a very positive impact in our community.

Thank you for the opportunity to provide our support and please contact me if you have any questions.

Sincerely,

Christopher Yuko
Director – BuildAid
T: 281.460.1804
INTERNAL REVENUE SERVICE
P. O. BOX 55099
CINCINNATI, OH 45209

Date: MAR 23 2000

NONAID AMERICA INC
2900 BRISTOL ST 3064
OCTA MESA, CA 92624

Employer Identification Number:
38-6670009
DRE:
17925037979
Contact Person:
OMAR G HIDAY
Contact Telephone Number:
(972) 273-3565
Our Letter dated:
October 1995
Addendum Applies:
No

DEAR APPLICANT:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a)(1) of the Code because you are an organization of the type described in section 509(a)(1) and section 170(b)(1)(A)(vi).

Unincorporated associations may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 501(a)(1) status, a grantee or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change in the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 501(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in personal request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Qualities may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

LETTER 1065 (05/00)
The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

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<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
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<td>Newport Beach</td>
<td>CA</td>
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<td>GROUP</td>
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<td>GA</td>
<td>United States</td>
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<td>Plano</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
</tr>
</tbody>
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Results Per Page: 25 OK
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<th>Name</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Sales</th>
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<th>Hotel</th>
</tr>
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<tr>
<td>Request Verification</td>
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<td>HOMEAID AMERICA INC</td>
<td>NEWPORT BEACH</td>
<td>CA</td>
<td></td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
</tr>
<tr>
<td>Request Verification</td>
<td>17526582733</td>
<td>HOMEAID, HOME BUILDERS CARE, INC.</td>
<td>DALLAS</td>
<td>DALLAS</td>
<td>TX</td>
<td></td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
</tr>
</tbody>
</table>
BuildAid

Historic flooding as a result of Hurricane Harvey affected tens of thousands of homeowners and renters throughout Houston and surrounding areas. It is estimated that 85% of families and individuals who experienced flood damage did not have flood insurance. This means they must cover the repairs to their homes, beyond the allowance provided by FEMA.

HomeAid Houston asked, "What needs to happen?" Since HomeAid constructs housing for homeless care providers, the answer to this question became clear: Partner with local builders who are GHBA members, identify homeowners with limited funding options whose homes flooded, reduce the cost of remodeling their homes and expedite the process.

BuildAid, a pilot project, became the launching pad for builders to partner with HomeAid to begin the rebuilding process to provide families and individuals a way back home.

How BuildAid Works

Saint Bernard Parish, (SBPusa.org) is a third party consultant that was started in the New Orleans area after Hurricane Katrina. The organization brings years of experience as they collaborate with several HomeAid builder partners to identify the target homeowners, complete applications and the evaluation process, and execute the home improvement contract. Each builder will be responsible for 3 to 5 homes and will coordinate all construction management services for a minimum of 3 - 6 months. Builders will complete all homes that they start. This project can assist hundreds of Houston residents and serve as a model for future disaster relief efforts in our country. For more information call (409) 768-0118 or visit buildaidhouston.org.
Welcome

Building hope and homes for Houston's homeless families, children and veterans.

Homelessness is not a choice. It's not an identity. It is not a failure to work. It is a circumstance...and it is ongoing, affecting many different types of people in our community.

HomeAid Houston, a charitable 501(c)(3) non-profit organization sponsored by the Greater Houston Builders Association, identifies long term, stable homeless care providers who need additional capacity and pairs them with GHBA builders, remodelers, vendors and suppliers who donate their time, materials and labor to help build hope and homes for the homeless.

HomeAid Launches BuildAid A Partnership to Help Pre-Qualified Homeowners Rebuild after Harvey

Our core values matter during Harvey recovery

As we focus our efforts to helping our homeless neighbors recover and heal, our core values have become an even more important beacon and guide for us. LEARN MORE (/spotlight-Our-core-values-matter-during-Harvey-recovery-20.cfm)

Facebook Feed

HomeAid Houston's 2016 Annual Report is available!

Learn more about our agency – the projects we worked on, our financials, our marketing efforts, who serves on our board, who our partners are! LEARN MORE (http://www.homeaidhouston.org/images/events/2016%20Annual%20Report.pdf)
in the form of construction management was developed called BuildAid, that included a coalition of local builders who are members of the Greater Houston Builders Association (GHBA). These builders are partnering with HomeAid Houston, a GHBA non-profit that builds homeless shelters, Saint Bernard Parish (SBP), a third party disaster preparation and recovery agency, and the David Weekley Family Foundation (DWFF), who is helping to fund the effort. BuildAid is being led by Chris Yuko with DWFF. "BuildAid brings the strength of Houston's homebuilding industry together through a cohesive partnership that accelerates the rebuild process for qualified homeowners," said Bette Moser, executive director of HomeAid Houston. "GHBA builder members are managing the reconstruction once homeowners who meet the requirements are approved. The builders partner with their vendors and trades to complete renovations so families can move back into their homes within a few weeks, depending on the amount of work to be done."

Four builder partners are currently working with BuildAid. They are David Weekley Homes, Partners in Building, Taylor Morison and Trendmaker Homes. "The BuildAid team is bringing a chance for homeowners to not only rebuild their homes, but to rebuild their lives," said Bill Dalton, president of HomeAid Houston. "HomeAid is honored to partner with so many generous members of our industry and our community." BuildAid is a program that can assist hundreds of Houston residents and serve as a model for future disaster relief efforts in the country.

Visit the BuildAid website for more information LEARN MORE (http://www.buildaidhouston.org/)
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Input from Community Organization:

Support from Christian Tabernacle Church
January 29, 2018

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701
Attention: Tim Irvine – Executive Director

RE: Rutherford Park, (TDHCA #18159)
12300 block of Tidwell (NEC C.E. King Pkwy & Tidwell)
Houston, Texas 77044

Dear Mr. Irvin,

I send this letter to demonstrate support for the proposed 114-unit family housing development, Rutherford Park, located at the northeast corner of Tidwell Rd. and CE King Pkwy at approximately 12355 Tidwell Rd, Houston ETJ, Harris County, Texas 77044. Our organization is a Christian church and 501(c)3 charitable civic organization based in Houston Texas.

Our organization is a community church located in Northeast Houston near the proposed development. Our church is deeply involved serving the area near the proposed Rutherford Park development. We know first-hand of the immense need of quality, safe affordable housing. Rutherford Park would meet a large and growing need within the community.

Developments like this will help address the needs of this community by providing affordable housing and needed social services to the residents. The developer is one of the most experienced groups in our metro area with a long track record of success. This development will make a very positive impact in our community.

Thank you for the opportunity to provide our support and please contact me if you have any questions.

Sincerely,

[Signature]

[Name]

PASTOR IRVIN CLARK
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 09-25-1964
Sales and use tax, as of 09-01-1975
    (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
State portion of hotel occupancy tax, religious as of 09-01-1975
    (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 32020736024

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.
Saturday Night Worship
Adult worship service conducted on Saturdays at 6 p.m.

Bible Study
Weekly Bible study and fellowship on Wednesday nights

Youth Ministries
Worship service for youth (Ages 12-18)

Childrens' Ministries
Training children in the ways of God, for His glory!

Christian Tabernacle
13334 Wallisville Rd.
Houston, TX 77049
ph: 713-453-7000

Celebrate
Our Slogan
Our Services
Our History
Our Ministries

Connect
All About the Family
Children
Youth
Young Adults
Adult Bible Study
Men
Women
Prayer
Worship
Volunteer

Care
Give Online
Foreign Missions
Embrace Ministries
EnVisioning Hope
Outreach For This Reason
Volunteer Daycare and School

© 2018 Christian Tabernacle - Facebook - Instagram - Twitter - Flickr - iTunes
Our Slogan

Three words, “Celebrate—Connect—Care,” exhort the members of Christian Tabernacle to celebrate Christ, connect with others, and then search for ways to truly care about them.

It has been said, “God is most glorified in us when we are most satisfied in Him.” When our church family gathers to sing, pray and express our gratitude and devotion, His holy presence seems to connect with our spirits in a loving embrace. Celebrating Jesus Christ is our highest joy! (See video, How We Celebrate.)

After feeling His touch, the most natural response is to reach out to someone who needs healing, comfort, or encouragement. As Christ’s body, we connect through ministry and fellowship in small group settings. (See video, How We Connect.)

But the highest satisfaction comes from caring for those who are beyond our church walls. Our joy is complete in finding creative ways to introduce Christ to our community, nation, and around the world. (See video, How We Care.)

These three summations offer just a glimpse of Christian Tabernacle's heart and soul. Understanding who we are, why we exist, and how we function should provide helpful insights for those who are contemplating whether to join our church family. And, in the event that decision is "yes," we would love to visit with you in person. Online communications are good,
but person-to-person interaction is the only way to form lasting friendships.

So, this is your invitation to celebrate, connect, and care with the Christian Tabernacle family!
Our History

To fully understand the direction and core values of a church congregation, examine its history and the foundation upon which it was established.

1950 - Bernice Bean and Verbal, her 17 year-old son, felt the call of God to pioneer a church on the east side of Houston. Beginning with home meetings and a strong emphasis on the power of prayer, they moved to Woodland Acres Elementary School in the east side of Houston.

1967 - When Bernice's health failed, Verbal and his wife, Anita, became pastors of the First Apostolic Church of Jesus Christ on Dewey Street.

1977 - While returning home from Louisiana, Verbal Bean was instantly killed in a head-on collision with a drunk driver. Charles and Bonnie Free were installed as pastors.

1978 - The church moved from Dewey Street to its present location at 13334 Wallisville Road, and the name was changed to Christian Tabernacle.

1988 - R. A. Heard, a successful crusade evangelist for 19 years, came on staff as co-pastor, and the following year became senior pastor. To survive financially, the small group of 70 members had continual fundraisers, such as: peanut brittle, pies, tamales, take-out dinners, and newspaper inserts.

1990-91 - As God began to bless the struggling congregation, a day-care was added, followed by a Family Life Center and
Christian school, pre-K through 5th grade. Beginning with a staff of two, Pastor Heard began building a team of gifted men and women and soon added four more leaders. To provide room for growth, a second service at 9:00 a.m. on Sundays was added.

1996 - On a Sunday morning in October, a remarkable divine visitation forever transformed our concept of "having church." As Pastor Heard read from the Book of 2 Chronicles, the power of God struck the pulpit, split it in two parts, and threw him backward to the floor. So dynamic was this visible manifestation, some saw angels and others experienced miraculous healings and demonstrations of the Spirit. For almost three months, unpredictable services focused on repentance and seeking God's face, rather than His gifts. This dramatic encounter not only revolutionized our pastor's ministry, but left a perpetual anointing upon this congregation.

1996-2000 - God's anointing upon C.T. attracted a constant flow of visitors, escalating the membership to 2,000. During this time, another 12.47 acres was purchased adjacent to the church property giving us a total of 25.21 acres at the Wallisville site. Four more associate pastors were added to the staff and by 2000, the membership had grown to 2,900.

2001 - While our congregation was bursting at the seams, a consuming passion to reach the world for Christ motivated Pastor Heard to personally establish the East Africa School of Biblical Studies in Tanzania, East Africa. With graduates now numbering more than 2,800, students have been trained and equipped to evangelize their own people. Bible Schools in other nations have since been established according to this same concept.

2002 - As a future expansion, 48.2 acres of prime property was purchased on Beltway 8 at Garrett Road. Other updates this year included: (1) a modular building to provide more classroom space; (2) a Sunday afternoon Spanish service for the rapidly growing Hispanic population in our area; and (3) a Saturday night service to support the Sunday morning overflow.
2003-2005 - Two new parking lots (total of five) were added, with extensive remodeling of staff offices and classroom space. To service our rapidly growing congregation of 3,500, a 10 a.m. Sunday service was initiated in the Family Life Center called, "The 10:10 Bridge."

2006-2007 - Another 15.5 acre tract was purchased on Beltway 8, giving us 63.7 acres, with frontage from Garrett Road to C.E. King Parkway. A fourth 7:30 a.m. service was added, expanding our busy weekend to include: Saturday at 6:00 p.m., Sunday at 7:30, 9:00, 10:10, and 11:15 a.m. and a 2:15 p.m. Spanish service. By the close of 2007, we had 70 in-house and local outreach ministries serviced by 650 volunteers, more than 4,000 members, 17 staff pastors, and 79 paid employees (including daycare, school, staff, and church).

2008-2011 - As preliminary building plans were formulated, a Capital Stewardship Campaign was introduced in May 2008 for the new facility. However, in September of that year, Hurricane Ike hit the Houston area, causing major church damage, followed by the worst economic recession in modern times. Emergency repairs included new floor tile for the first level of the building and a complete church make-over. Instead of our intended $7 million stewardship goal, we raised a total of $3.3 million, which was spent on architectural fees, several building expenditures, and in 2014, full payment of the land. (What a blessing that we postponed building during the recession!)

2012-2014 - The insurance settlement in 2012 provided funding to pave two asphalt parking lots, renovate the FLC and other church upgrades, a new drainage system, lighting, sound equipment, carpet, and entire seating for the Sanctuary. In 2014, the Young Adults established “Revol Houston”, a Tuesday night service for leaders who are passionate about Jesus, and His Kids introduced AWANA Clubs, ages 6-12, on Wednesday nights.

From 1988 to present - In Pastor Heard’s 19 years as a crusade evangelist and 28 years as senior pastor at Christian Tabernacle, his greatest passion has been to equip spiritual leaders to serve. To fulfill that calling, 20 congregations in
All About the Family

Contact Pastors: Irvin & Phyllis Clark

Mission: To assist every family--traditional, blended, single, single-parent, grandparent rearing grandchildren--by planting seeds that will bear a fruitful harvest of souls for Christ and help family members attain their full potential.

Vision: By creating a network of support, this ministry will empower families to help themselves, learn godly principles, connect with one another, and work in unity with other families.

Upcoming Events - Visit our Facebook Page
Volunteer Your Services - Register Here

Seven Pillars of AATF:

• Family Enrichment


• **Spiritual Enrichment**
  - **MENS BIBLE STUDY:** This weekly series begins Tuesday, January 17, 2017, at 7 p.m. in the Modular Building (across from Family Life Center).
  - **C.T. Kingdom Men’s Prayer Breakfast** – Saturday, August 12, 2017 at 9 a.m. - noon Family Life Center

• **Health and Wellness**
  - **Class:** Spiritual Life Style for Healthy Living (Women Only)
  - **Details:** For women struggling with weight loss, these classes are for you! Enroll and discover Jesus' guaranteed plan for success in this six week series. Limited Seating.

• **Finances**
  - Dave Ramsey's Financial Peace University – nine week classes

• **Community Outreach Activities (to be announced)**
  - Taking the Gospel to families in our community

• **Family Entertainment (to be announced)**
  - Christian movies
  - Bowling leagues
  - Softball leagues
  - Picnics

• **Connect Groups**
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Input from Community Organization:

Support letter from Portfolio Resident Services
January 16, 2018

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

RE: Rutherford Park-TDHCA # 18159
12300 block of Tidwell
Houston, Harris, County, Texas 77044

To Whom It May Concern,

Portfolio Resident Services would like to express its support for Rutherford Park for a family
development, TDHCA #18159 that is located at approximately the 12300 block of Tidwell Houston,
Harris, County, Texas 77044. Our organization is a 501(c)(3) charitable civic organization based in
Houston, Texas and serving several communities throughout four states, including Harris County, Texas.

Our mission is to provide vital services and coordinate with area resources that can help improve the
lives of low to moderate income families and individuals as they strive to increase their self-sufficiency
and enhance their quality of life.

Developments like this will help address the needs of this community by providing affordable housing
and needed social services to the residents of the community. This development will make a very
positive impact in our community.

Thank you for the opportunity to provide our support and please contact me if you have any questions.

Sincerely,

Elvira Moreno-Garza
Director of Resident Services
(713) 808-1988 ext.243
CERTIFICATE OF FORMATION
OF
PORTFOLIO RESIDENT SERVICES, INC.,
A Texas Nonprofit Corporation

The undersigned, acting as the organizer of PORTFOLIO RESIDENT SERVICES, INC., a Texas nonprofit corporation (the "Corporation"), pursuant to the Texas Business Organizations Code (the "TBOC"), hereby adopts the following Certificate of Formation for the Corporation:

ARTICLE I
Entity Name and Type

The entity being formed is a nonprofit corporation. The name of the Corporation is PORTFOLIO RESIDENT SERVICES, INC.

ARTICLE II
Registered Agent and Registered Office

The initial registered agent of the Corporation is an individual resident of the state whose name is William O. Grimsinger. The business address of the initial registered agent and the registered office of the Corporation is 1200 Smith Street, Suite 1400, Houston, Texas 77002.

ARTICLE III
Board of Directors

The management of the affairs of the Corporation is vested in its Board of Directors. The number of directors and their manner of election or appointment shall from time to time be fixed by the Bylaws of the Corporation. The number of directors may be increased or decreased from time to time by amendment to the Bylaws, but no decrease shall have effect of shortening the term of any incumbent director, nor in any event, shall there ever be fewer than three directors. Directors need not be residents of the State of Texas. There shall be three Directors constituting the initial Board of Directors, and the names and addresses of the persons who are to serve as the initial Directors until the first annual meeting of the Board of Directors or until their successors are elected and qualified in accordance with the Bylaws of the Corporation are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Scott McGuire</td>
<td>3131 W. Alabama, Suite 300</td>
</tr>
<tr>
<td></td>
<td>Houston, Texas 77098</td>
</tr>
<tr>
<td>Darlene Guidry</td>
<td>3131 W. Alabama, Suite 300</td>
</tr>
<tr>
<td></td>
<td>Houston, Texas 77098</td>
</tr>
<tr>
<td>Mike Clark</td>
<td>3131 W. Alabama, Suite 300</td>
</tr>
<tr>
<td></td>
<td>Houston, Texas 77098</td>
</tr>
</tbody>
</table>
ARTICLE IV
Members

The Corporation will have no members.

ARTICLE V
Purposes

The Corporation shall be organized, and at all times thereafter operated, exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future United States internal revenue law (the "Code"). The Corporation is formed for any lawful purpose not expressly prohibited under chapters 2 or 22 of the TBOC, including any purpose described by Section 2.002 of the TBOC. Specifically, the activities to be conducted, or the purposes to be promoted or carried out by the Corporation include, but are not limited to:

(a) Improving the quality of life of economically disadvantaged individuals through the ownership, operation, development and/or advocacy of decent affordable housing supplemented by social, educational and/or mutual aid programs;

(b) Providing social, educational and/or mutual aid programs in low cost housing communities to promote the economic self-sufficiency of the disadvantaged, elderly, disabled and poor; and

(c) Promoting, establishing, maintaining and/or assisting programs of any kind designed to raise the cultural and family life standards of individuals of low and moderate incomes.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes. No substantial part of the activities of the Corporation shall be the carrying on propaganda, or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

Notwithstanding any other provision of this Certificate of Formation, the Corporation shall not carry on any activities not permitted to be carried on by a corporation (a) exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, or (b) contributions to which are deductible under Section 170(a) of the Code as being to an organization referred to in Section 170(c)(2) of the Code.
ARTICLE VI
Actions Without Meeting

Any action required or permitted by this Certificate of Formation, the Bylaws, or the TBOC to be taken at any meeting of the Board of Directors of the Corporation or any committee designated by the Board of Directors may be taken, subject to any further statutory requirements, without a meeting, without prior notice, and without a vote, if a written consent, stating the action to be taken, is signed by the number of Directors or committee members necessary to take that action (had the matter arisen at a Director or committee member meeting at which the Directors or committee members entitled to vote on the action were present and voted). The written consent must state the date of each Director’s or committee member’s signature. Prompt notice of the taking of an action by Board of the Directors or a committee without a meeting by less than unanimous written consent shall be given to each Director or committee member who did not consent in writing to the action.

ARTICLE VII
Meetings by Remote Communications Technology

Subject to any notice requirements in the Bylaws or pursuant to the TBOC, meetings of the Corporation’s Board of Directors or any committee designated by the Board of Directors, may be held by means of a conference telephone or similar communications equipment or another suitable electronic communications system (such as videoconferencing or the Internet), only if each person entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each participant.

ARTICLE VIII
Limitation of Director Liability

(a) To the extent allowed by TBOC as the same exists or may hereafter be amended, a Director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of duty of care or other duty as a Director, except for liability (i) for any appropriation, in violation of his or her duties, of any business opportunity of the Corporation; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for any transaction from which the Director derived improper personal benefit; or (iv) arising out of a transaction effected or proposed to be effected by the Corporation, a subsidiary of the Corporation, or an entity controlled by the Corporation, and with respect to which transaction the Director has or had a conflicting interest. The above relief from liability shall not apply in any instance where such relief is inconsistent with any provision of the Code applicable to corporations described in Section 501(c)(3) of the Code.

(b) Any repeal of modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.
(c) In the event that any of the provisions of this Article (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE IX
Private Foundation Status

Notwithstanding any other provision in this Certificate of Formation, at all times when the Corporation is a private foundation within the meaning of Section 509 of the Code, it shall be subject to the following additional restrictions:

(a) the Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;

(b) the Corporation shall distribute its income for each taxable year at such time and in such manner so as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;

(c) the Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code;

(d) the Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and

(e) the Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE X
Winding-up, Dissolution and Termination of Corporation

Upon the winding-up, dissolution and termination of the Corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed for one or more charitable purposes within the meaning of Section 501(c)(3) of the Code or shall be distributed to one or more organizations so long as they are exempt from federal income taxation pursuant to Section 501(c)(3) of the Code and qualify for public charity status pursuant to Sections 509(a)(1) or 509(a)(2) of the Code. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such public charitable purposes.
ARTICLE XI
Organizer

The name and address of the Organizer of the Corporation are as follows:

Name                  Address
JOT Couch, Jr.         3131 W. Alabama, Suite 300
                        Houston, Texas 77098

ARTICLE XII
Effectiveness of Filing

This document becomes effective when the document is filed by the Secretary of State.

IN WITNESS THEREOF, the undersigned, being the Organizer designated in Article XI, signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument on April 9, 2009.

ORGANIZER:

[Signature]
JOT Couch, Jr.

0718309.03
Employer Identification Number: 26-4664616
DLN: 17053148066019
Contact Person: JOAN C KISER
Contact Telephone Number: (877) 829-5500
Accounting Period Ending: December 31
Public Charity Status: 509(a)(2)
Form 990 Required: Yes
Effective Date of Exemption: April 13, 2009
Contribution Deductibility: Yes
Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)
PORTFOLIO RESIDENT SERVICES INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
February 12, 2018

PORTFOLIO RESIDENT SERVICES, INC.
3701 KIRBY DR STE 860
HOUSTON, TX 77098-3916

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-13-2009
- Sales and use tax, as of 07-12-2011
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32039293249

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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.
GOOD NEIGHBOR PROGRAM

We can provide what should be your most effective amenity – QUALITY RESIDENT SERVICES!
Real resident services will increase your residents' perception of the value of living at your property, which will greatly enhance your bottom line.

NOT SURE IF YOU NEED RESIDENT SERVICES?

- Are there unsupervised children and teens on your community?
- Does your community offer summer and after-school programs?
- Do your residents take "ownership" in their community?
- Have your residents lost jobs as a result of the distressed economic times?
- Is your community required to meet government or compliance guidelines?
- Does your community suffer from high turnover and turnover costs?
- Does your community suffer exterior damage from vandalism?

If you answered "yes" to any of these questions, real resident services are an important part of the solution!

A QUALITY RESIDENT SERVICES PROGRAM WILL:

- Set your community apart from your competition
- Increase your lease closing ratio
- Offer residents of all ages regular positive programming
- Enhance relationships between management staff and your residents
- Improve renewal rates
- Decrease vandalism
- Improve financial performance of a community
- Meet compliance requirements

REAL SERVICES, REAL RESULTS
[Having a comprehensive resident services program] can be one of the most beneficial amenities you provide your residents and is one of the best ways to keep the children occupied with constructive activities.

**DARLENE G. | CPM, President - Rent Management Corp**

We work with other nonprofit groups in other states and you are by far the best to work with. I really do appreciate what and more importantly how well you help the residents of our communities.

**BEN MITCHELL | VP Development/Finance - Zimmerman Properties**

Over the years, [Portfolio Resident Services] resident services have been among the strongest and most stable and successful providers of these services. As property managers, we at Alpha-Baines could not ask for a better resident services partner.

**MICHAEL D. CLARK | Principal - Alpha-Baines Real Estate Services**

Professionalism, Integrity, Commitment. These are the qualities that Cascade residents will identify with immediately as they engage with PRS whose programs & staff are one of the most respected nonprofit organizations in this field and we are thrilled to be partnering with this outstanding Resident Services program.

**STEWARD MILLER | Partner Relations Director - Cascade Affordable Housing**

RealTex has been working with [PRS] and JOT's staff since 1999 and have contracted with them on 90% of our affordable properties. It is a pleasure to work with the staff and their focus, accuracy and efficiency is always refreshing. They are, in our opinion, one of the top leaders in resident services providers and we will continue our relationship with [PRS] and highly recommend them.

**JOHN BOYD | Vice President - RealTex Development Corporation**

For more information please contact us at info@compliancebusinessservices.com or via phone at 713-406-1888 or visit our website at www.compliancebusinessservices.com
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Input from Community Organization:

Support letter from Pleasant Hill Community Development Corporation
January 18, 2018

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701
Attention: Tim Irvine, Executive Director

RE: Rutherford Park, TDHCA # 18159
   Approximately 12300 block of Fuqua (NEC of C.E. King Pkwy and Tidwell)  
   Houston, Harris County, TX 77044

Dear Mr. Irvine:

Pleasant Hill Community Development Corporation (Pleasant Hill CDC) would like to express its support for the Rutherford Park development that is proposed at approximately 12300 block of Tidwell of Houston, Texas 77044. Our organization is a 501 (c) 3 charitable organization based in Houston, Texas.

Pleasant Hill CDC was formed in 1995 to address and minister to the needs of community revitalization. More specifically, the organization promotes healthy living in Houston’s 5th Ward. This faith-based organization has chosen as its mission to recognize the needs of suffering humanity by developing and providing innovative programs with a focus on spirituality and comprehensive neighborhood revitalization. As such, the organization now serves low moderate income families and special needs housing groups to include senior citizens, handicapped individuals, persons in transition and recovery from disaster – natural and otherwise.

Developments like Rutherford Park will help address the need for affordable housing and social services to its residents and this development will make a very positive impact in our community and our city.

Thank you for the opportunity to provide our support and please contact us if you have any questions.

Sincerely,

Harvey Clemons Jr.
President

Mission Statement
Recognizing the needs of suffering humanity, PHCDC develops and provides innovative programs with a focus on spirituality and comprehensive community revitalization.
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
PLEASANT HILL COMMUNITY DEVELOPMENT

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

[Signature]

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-FC
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 01-01-2008
- Sales and use tax, as of 09-08-2011
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, religious as of 09-01-1975
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 32044161621

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.
Pleasant Hill Ministries
Reverend Harvey Clemons Jr., Pastor

Spiritual Health and Development

Physical Health and Development

Financial Management and Development

Social Awareness and Development

Worship Service Times
See more details about Pleasant Hill's Schedule and Events on the "Upcoming Events" Page

SUNDAY
Church Sunday School - 8:30 a.m.
Sunday Worship - 10:00 a.m.
Latino Ministry - 4:00 p.m.

WEDNESDAY
Exercise Fit Camp - 5:30 p.m.
Wednesday Night Live Bible Study - 6:30 p.m.

2017 Theme Scripture
For the Spirit God gave us does not make us timid, but
gives us power, love and self-discipline.
2 Timothy 1:7 (NIV)

CONTACT US
Over the phone or online

If you have a question or you have a Prayer Request, please submit information below.

Name
Email
Subject
Message
Send

info@pleasanthillministries.org
713-224-0052
713-224-0060

Pleasant Hill Sanctuary
1510 Pannell Street
Houston, Texas 77020

Administrative Office & Mailing Address
4300 Lyons Avenue, Suite 100
Houston, Texas 77020

Hours of Operation:
Monday - Thursday - 9:00 a.m. - 4:30 p.m.
Friday - 9:00 a.m. - 12:00 Noon
Saturdays and Sundays by appointment only
“For a community to be whole and healthy, it must be based on people’s love and concern for each other.”

-- Millard Fuller

The Pleasant Hill Community Development Corporation (PHCDC), formed in 1995, addresses and tends to the social needs of the community. This faith-based organization has chosen as its mission to recognize the needs of suffering humanity by developing and providing innovative programs with a focus on spirituality and comprehensive community revitalization. This important and needed mission has proven beneficial to area residents of the Fifth Ward and surrounding areas of the City of Houston. Notable are the living communities offering safe, decent, and affordable housing for seniors and families.

Continuing its transformative work, PHCDC has established new leadership, goals and identified projects that are readily implementable, re-establishing a thriving corridor and creating economic impact.

## Current Ventures of Pleasant Hill Community Development Corporation

- **Rehab - Multi Family Properties** (Pleasant Hill Village Retirement Community and Brittons Place Apartments)
- **Center for Urban Transformation**
- **Fifth Ward Food Fair**

More specifically, PHCDC continues to serve as a catalyst for the Lyons Avenue corridor transformation and the overall goal has been to envision a path that will lead to...
MINISTRIES

Being A Full Service Church For Persons At Every Station In Life

~The Pleasant Hill Vision Statement

Join us on

Suschden Wednesday from 6:30 p.m. - 7:30 p.m.

in The Pleasant Hill Sanctuary

We thank God for giving us each Sunday and this is tucked with providing direction and order during weekly experiences in their quest to serve others, express in honored services, and observe the comforts of the Pastor during worship and events.

Are you willing to serve? We are looking for individuals with great words and loving personalities to help welcome God's people into this sanctuary.

Sign Up Today

Minister Leader: James Lance
julian@bacnet.com
You've Got Mail?
It's Probably the Mother's Board.
The Mother's Board provides tokens of kindness, encouragement and support for the sick and shut-in, honored, college students and incarcerated members and friends of Pleasant Hill. Whether you're hosting a school supply drive, counseling or preparing church ordinances, they are available to serve and support the members.

Audio Visual Ministry
Keeping You Connected to Worship Services at Pleasant Hill

The A/V Team
Edwin Brown
Ashley Esigion
Kathy Planagan Payton
Eleanor Jones
Erin Fiske

For More Info contact:
KPPayton@gmail.com

P.H.Y.A.
(Pronounced FY-ya)
PLEASANT HILL YOUNG ADULTS

Calling All Young Adults Ages 18-35
a.k.a. THE NEXT GENERATION OF BELIEVERS
who in 2017, will be led by the Word of God,
accompanied by the Holy Spirit, and
take Sunday Worship and our Fellowship to a new level.
Reach out to Kamecia Payton Riley for more details
at kameciariley@gmail.com.
Like us on facebook at P.H.Y.A YOUNG ADULTS

On P.H.Y.A for Christ!

Sunday School is going on?
Come on over to the Virtual Event Room and
join us as we nightly divide the Word of truth.
We will study the Word of God and learn more and
more each session. Everyone is welcome!

Contact:ervenita, Jamie Allen
servicetlab@gmail.com
Feed the Hungry

Hungry?

There's a ministry for that!
The Feed the Hungry ministry is a collective response to God's love by the Mission and Brotherhood of Pleasant Hill. This ministry demonstrates our sensitivity to the plight of the people we serve as we embark on a mission to serve healthier meals and touch souls in a non-traditional worship setting.

(Wednesdays Only)
11:30 a.m. – 1:00 p.m.
The Vicinal Event Room
3814 Lyons @ Pannell
Houston, Texas 77020
All meals served on a first come, first served basis.

Want to Volunteer?
Contact: Adrielle Palmer
adrielle@hotmail.com

Flowing EmPOWERment

Contact: Honey or Tocha at HoneyWellness@gmail.com

Weekly Event Information:

Sundays:
Church Services
Every Sunday 9:00 a.m.

Community En Garde
Every Wednesday from 6:00-9:00 p.m.
Join the Flowing EmPOWERment Ministry as we exercise healthy physical, spiritual, mental & emotional habits for generations to succeed.

Pleasant Hill Baptist Church
1510 Pannell St. • Houston TX 77020

Si todavía no has alcanzado tus sueños,
Si no hay paz en tu corazón,
Si tu economía no funciona como te gustaría,
No estamos solo. Contamos con ayuda.
Pastors René & Cynthia Millon
832.707.0155 or 713.790.2773
Jueves 10:30 en Reunión de apoyo y oración
Jueves 7:30 en Capacitación de liderazgo

Interested in moving the ministry forward?
Contact En Flako
droj69@gmail.com
Help us create a harmonic mean in 2017

Pleasant Hill

Department

2017 Goals Include:
- Spirituals for Morning Worship: Sunday, Feb 26th at 10AM
  A musical presentation featuring African American Spirituals by the entire music department.
- Pleasant Hill Music Department will host the LAR Festival;
  the year to launch the growth
- Pleasant Hill Music Department will help host the LAR Festival;
  the year to launch the growth
- Financial supporting our music department;
  give $10 per month from every church member.

Visit pleasanthillministries.org/mis to view the rehearsal.

The Adult Choir

5th Ward Food Fair

This is a grocery distribution for all every third Wednesday of the month from 9:30 a.m. to 12:30 p.m. Photo I.D required.

Wanted Volunteers!

Reward:
- Personal Satisfaction, Enjoy Making a Difference, Meet New People,
- Help the Community

For More Information on Volunteering:
Micalandra Green (McCMe)
Mgreen0519@gmail.com

Families

Rooted in Ministry
1 Cor 2:6-7

Come together with other young families to share
knowledge and experience to grow families. More details
to come!

“No Family Left Behind”
Pleasant Hill College Ministry

A ministry for college students and young professionals transformed by Christ, renewed in their academic pursuits, and serving as agents for change within their culture, the church and the world.

Contact Chermaine Kabugu at cekabugu@gmail.com
APPLICANT: RUTHERFORD PARK, LP

TDHCA # 18159

Input from Community Organization:

Support letter from Texas Inter Faith Housing Corporation
February 9, 2018

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

RE: Rutherford Park (114 units)-TDHCA #18159  
12300 block of Tidwell  
Houston, Harris, County, Texas 77044

To Whom It May Concern,

Texas Inter-Faith would like to express its support for Rutherford Park for a family development, TDHCA #18159 that is located at approximately the 12300 block of Tidwell Houston, Harris, County, Texas 77044. Our organization is a 501(c)(3) charitable civic organization based in Houston, Texas and serving surrounding community, including Harris County, Texas.

Texas Inter-Faith Housing Corporation organized to carry on the following charitable, benevolent, educational and civic purpose: To improve the quality of life of economically disadvantaged people through the ownership, operation, development and advocacy of decent affordable housing supplemented by social, educational and mutual aid programs.

Developments like this will help address the needs of this community by providing affordable housing and needed social services to the residents of the community. This development will make a very positive impact in our community.

Thank you for the opportunity to provide our support and please contact me if you have any questions.

Sincerely,

Paulette Fischetti
Dear Taxpayer:

This is in response to your Aug. 09, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in FEBRUARY 1968.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
TEXAS INTER-FAITH HOUSING CORPORATION
3131 W ALABAMA ST STE 300
HOUSTON TX 77098-2038

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations
TEXAS INTER-FAITH HOUSING CORPORATION  
3701 KIRBY DR STE 860  
HOUSTON, TX 77098-3916

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 02-28-1966
- Sales and use tax, as of 03-01-1984  
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, charitable as of 03-01-1984  
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17415895709

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Who We Are

Texas Inter-Faith Housing Corporation (TIFHC) is a 501(c)(3) non-profit organization formed in 1966 upon the acquisition of 4 apartment communities designated for low-income seniors. We continue to be of improving the quality of life for those who are economically disadvantaged. This mission is completed through the ownership, operation, development and advocacy of decent affordable housing supplemented by social, educational, and mutual aid programs.

Portfolio expansion through sole ownership, or partnerships is always under consideration. With nearly 50 years of experience, TIFHC is a respected leader within the affordable housing industry. We continue to provide capital, experience, and leadership to those with contributions and goals that meet the affordable housing mission.
Our Mission

Improving the quality of life of economically disadvantaged people through the advocacy, management and development of decent affordable housing supplemented by social, educational and mutual aid programs.

About Us

With over 50 years of experience, Texas Inter-Faith Housing Corporation (TIFHC) has the specialized expertise, long-standing reputation and proven business practices to deliver affordable housing development as well as asset management that improves communities and changes lives. TIFHC is directly responsible for developing 456 multi-family units and rehabilitating an additional 452 units. Governing TIFHC is a board of directors with an appointed Executive Director that oversees the staff, the records, the capital, and the necessary decisions for the strategic and day-to-day operations.

Texas Inter-Faith Housing Corporation started in 1966 as Houston Inter-Faith Corporation when three individuals from different religious backgrounds joined together in an effort to provide low-cost housing for senior citizens in the Houston community. This group of civic leaders established Houston Inter-Faith as a non-profit organization and purchased four properties that targeted very low-income seniors. During the 1990s Houston Inter-Faith Housing Corporation experienced tremendous growth and expanded its mission to include the acquisition of multi-family low-moderate income communities throughout the state of Texas. Upon this expansion Houston Inter-Faith Housing became Texas Inter-Faith Housing.

The operational needs for the affordable housing communities owned by TIFHC warranted the formation of a management company. Texas Inter-Faith Management Corporation (TIFMC) was created to perform the management duties necessary for asset stability and resident fulfillment, along with ensuring compliance guidelines associated with affordable housing are met so that TIFHC may continue to accomplish their mission of providing quality housing to those with economic hardships. TIFMC operates as an independent management company and is also a member of the Inter-Faith Group.
What do we do?

Texas Inter-Faith Housing Corporation (TIHC) builds and sustains communities in the areas of affordable housing and supportive social services.

Housing

Housing is provided through the Texas Inter-Faith Housing Corporation and its affiliates and consists of many types of apartment communities. The strategic planning goal is to add affordable units every year, including both new construction and refurbished complexes. Such an aggressive strategy has resulted in a phenomenal growth of clients being served. Currently over 4,600 people including seniors and families live in affordable housing managed by Texas Inter-Faith Management Corporation (TIFMC).

Services

From the consumer point of view, what sets TIFMC apart from its peers is its Marks of success regarding the supportive services it provides. These services have been developed to meet the specific needs of the distinct groups of residents that TIFMC serves:

- Seniors
- Youth
- Families

Services focus on empowering residents, thus enabling them to claim and maintain their self-sufficiency. These supportive services are intended to build pride in the community so that it becomes a true neighborhood. On an individual basis, the long-term goal of the services is to prepare residents eventually for homeownership.

How do we operate?

Support services are provided in association with social services agencies, churches/synagogues and non-profit organizations. TIFMC works to assure that the right combination of services is offered to meet the myriad of needs within an apartment community.

Good stewardship requires a knowledgeable and involved group of leaders working collaboratively for the goals of the organization, and TIHC has an extraordinary Board of Directors and an exceptional Advisory Board. Members include respected community activists, civic and religious leaders, venture capitalists, financial experts and real estate professionals. The Board of Directors governs TIHC, the Executive Director manages the daily operations and the staff handles the day-to-day activities.

For more information contact:
Texas Inter-Faith Housing Corporation
3131 West Alabama, Suite 300
Houston, Texas 77098
Fax 713-526-7019
www.uf.org

713-526-6634
Texas Inter-Faith Management Corporation (TIMC) is a non-profit organization created to expand the work started by Texas Inter-Faith Housing Corporation in 1966. The objective is to help assure that low and moderate income individuals and/or families have access to quality, affordable housing. Overall, TIMC provides apartment complexes with property operations management and furnishes supportive social services for the residents.

Individually, as a Good Neighbor, TIMC provides supportive social services to qualified apartment complexes owned and managed by other entities. While all communities have similar needs, the development stages of a community will vary, therefore, supportive services are customized and timed to provide the advancement, improvement, and social needs of each community as these opportunities arise.

The TIMC Supportive Services program has succeeded in becoming a statewide model and is well recognized by the Texas Department of Housing and Community Affairs (TDHCA).

It's Good Neighbor's service coordinators are trained and encouraged to bring new and innovative ideas and teaching methods into the program. Video conferencing provides for face-to-face communication between TIMC, its field coordinators, and, most importantly, provides community-to-community interaction.

Our Mission:
- To provide affordable housing and build sustainable communities by way of:
  - Personal Growth Opportunities
  - Family Skills Development
  - Education Services
  - Fun & Freedom Activities
  - Neighborhood Advancement Programs

Making the Mark to provide AFFORDABLE HOUSING with:
- Personal Growth Opportunities,
- Family Skills Development,
- Education Services,
- Fun & Freedom Activities, and
- Neighborhood Advancement Programs.
Tab 47

Required Third Party Reports
Complete the information below as applicable [§10.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Murillo & Company
   - Date of Report: 02/28/018
   - 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.
   - 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.
   - 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: Affordable Market Analyst
   - Date of Report: 2/26/18

4. **Property Condition Assessment (PCA)**
   - Prepared by: N/A
   - Date of Report: _________________________

5. **Appraisal**
   - Prepared by: TBD
   - Date of Report: _________________________

6. **Site Design and Development Feasibility Report**
   - Prepared by: __________________________
   - Date of Report: 2/26/18
APPLICANT: RUTHERFORD PARK, LP
TDHCA # 18159

Tab 47 (continued)

ESA Report uploaded to FTP server under separate cover
Environmental Clearance (Section 811 PRA)

Certification regarding review of the Environmental Requirements and Environmental Assurance section of the 811 PRA Program Guidelines (§PRA.215) and adequate material to meet the tenets:

- Site Contamination – Site Phase I
- Historic Preservation – Will be provided at Commitment
- Noise – will be provided at Commitment
- Airport Clear Zone – Will be provided at Commitment
- Coastal Zone Management – Will be provided at Commitment
- Flood Plain Map – See Phase I
- Wetlands – See Phase I
- Siting of Projects Activities Near Hazardous Operations Handling Conventional Fuels or Chemicals of an explosive or Flammable Nature - Will be provided at Commitment
- Endangered Species – Will be provided at Commitment
- Farmland Protection – Will be provided at Commitment
- Sole Source Aquifers – Will be provided at Commitment
Self-Certification Regarding Environmental Clearance (Section 811 PRA Program Guidelines (§PRA.215))

Rutherford Park, LP, the applicant hereby certifies, to the best of its knowledge, has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and will provide adequate material to meet the tenets. We further understand that additional documents will be provided at the time of Tax Credit Commitment and prior to signing the Rental Assistance Contract.

Date: February 23, 2018

Rutherford Park, LP (a to-be formed Texas limited partnership)
By: Rutherford Park GP, LLC, (a to-be formed Texas limited liability company), its GP

By: [Signature]
Name: J. Steve Ford
Title: Manager
Tab 47 (continued)

Primary Market Area Map
DeLorme Street Atlas USA® 2015

PMA MAP 18159

N29.850331, W95.213844

38.018 Square Miles

Data use subject to license.
www.delorme.com

Scale 1: 112,500
1" = 1.78 mi  Data Zoom 10-7
<table>
<thead>
<tr>
<th>Geocode/ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
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<tr>
<td>48201210900</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201211000</td>
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<td>Harris County</td>
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<tr>
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<td>Harris County</td>
<td>Houston CCD</td>
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<tr>
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<td>Houston CCD</td>
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<tr>
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<td>48201232302</td>
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<td>Houston CCD</td>
</tr>
</tbody>
</table>
Tab 47 (continued)

Site Design and Development Feasibility Report uploaded to FTP server under separate cover
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 26, 2018.**

Please respond to this email as confirmation of receipt.**

---

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Tab 22: Building Type 2 floor plan does not show the A1 S/H unit

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date.
pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 26, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

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LETTER OF TRANSMITTAL

Transmittal No.: 1

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Please see attached Building Type 2 floor plan that shows A1 S/H unit</td>
</tr>
</tbody>
</table>

In response to your letter dated July 19, 2018, enclosed in this transmittal sent via FTP server is the following:

Please inspect package upon receipt. If there are any errors or omissions in the above documents, please contact me at (713) 334-5514.
**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 26, 2018.**

Please respond to this email as confirmation of receipt.**

In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

---

**1. Tab 22: Building Type 2 floor plan does not show the A1 S/H unit**

---

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Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s **Serv-U HTTPS System**. Once the documents are submitted, please notify the Department.
Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 26, 2018. Please respond to this email as confirmation of receipt.**

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Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
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BUILDING TYPE 2 - First Floor Plan

Rutherford Park
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
LETTER OF TRANSMITTAL

Transmittal No.: 1

TO:

Ben Sheppard  
TDHCA, LIHTC Program  
(512) 475-2201
Ben.sheppard@tdhca.state.tx.us  
221 East 11th Street  
Austin, Texas 78701

CC:  
Steve Ford  
steve@resolutioninc.net  
(713) 334-5614
Jeremy Bartholomew  
jeremy@enco.re  
(713) 334-5514

EMAIL:  
FROM:  
Lily Kavthekar  
Email: lily@lbklt.net  
(866) 741-0496

DATE:  
July 12, 2018

RE: Rutherford Park TDHCA # 18159

In response to your letter dated July 10, 2018, enclosed in this transmittal sent via FTP server is the following:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>First four pages of the Development Owner Certification</td>
</tr>
<tr>
<td>2</td>
<td>Print out from “The Real Yellow Pages” showing the listing of Hay Chihuahua Meat Market as a Supermarket, Grocery Store</td>
</tr>
<tr>
<td>3</td>
<td>Charter Title Company’s receipt of earnest money deposit of $25,000</td>
</tr>
<tr>
<td>4</td>
<td>Please see attached revised Specifications and Building/Unit Configuration form that agrees to architect’s table, Tab 23c and site plan. The revised form reflects 80 carports, 35 attached garages and 76 open spaces.</td>
</tr>
<tr>
<td>5</td>
<td>Please see attached revised Specifications and Building/Unit Configuration form that reflects building labels per the site plan</td>
</tr>
<tr>
<td>6</td>
<td>Please see attached Building Type 3 floor plan that shows C1 S/H unit</td>
</tr>
<tr>
<td>7</td>
<td>Please see attached Building Type 4 floor plan that shows B1 S/H unit</td>
</tr>
<tr>
<td>8</td>
<td>Please see attached Financing Narrative executed by Boston Capital, the syndicator</td>
</tr>
<tr>
<td></td>
<td>Please see attached letter from Boston Capital, the syndicator acknowledging the timing and magnitude of developer fee distribution</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>9</td>
<td>Please see attached revised Owner and Developer organization charts reflecting the correct entity name for JFB Properties</td>
</tr>
<tr>
<td>10</td>
<td>Please see attached revised List of Organizations and Principals form reflecting the Principals of Resolution Real Estate Services, LLC</td>
</tr>
<tr>
<td>11</td>
<td>Please see attached revised List of Organizations and Principals form removing Cynthia Ford and J. Steve Ford from the organization blocks</td>
</tr>
<tr>
<td>12</td>
<td>Please see attached revised List of Organizations and Principals form showing J. Steve Ford, Jeremy Bartholomew, Carrie Ford Compton as the Principals of Rutherford Park Developers, LLC</td>
</tr>
<tr>
<td>13</td>
<td>Please see attached revised Previous Participation form for John S. Ford showing the correct name</td>
</tr>
<tr>
<td>14</td>
<td>Please see attached Previous Participation Forms for Rutherford Park, LP; Rutherford Park GP, LLC; and Rutherford Park Developers, LLC</td>
</tr>
</tbody>
</table>

Please inspect package upon receipt. If there are any errors or omissions in the above documents, please contact me at (713) 334-5514.
In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

Please remove the following issue from future applications. The pdf pages converted from the Excel version of the application prevented efficient scrolling through the page thumbnails in the navigation pane. Such scrolling is frequent in our reviews to check statements in one place against statements elsewhere. See the application architectural drawings for a comparison of pages that could be viewed as thumbnails without delay.

1. First four pages of the Development Owner Certification are absent.
2. Hay Chihuhaua Meat Market has no evidence presented to show that it is a full service grocery store.
3. Provide escrow receipt for $25,000 that was due by December 25, 2017.
4. Parking in architect’s table, Tab 23c and Specifications and Building/Unit Type Configuration exhibit do not agree. Per site plan, and 23c, there are 76 open spaces (including amenity parking), 80 carports and 35 garages.
5. Specifications and Building/Unit Type Configuration exhibit does not use the same building labels as the plans.
6. Building Type 3 floor plan does not show the C1 S/H unit.
7. Building Type 4 floor plan does not show the B1 S/H unit.
8. Syndicator must sign the Financing Narrative or include acknowledgment in his letter of the financing other than equity that will support development.
9. Syndicator must acknowledge the timing and magnitude of developer fee distributions.
10. Owner organization chart omits LLC from JFB Properties.
11. List of Organizations and Principals omits principals of Resolution Real Estate Services, LLC.
12. List of Organizations and Principals should only include organizations under “Organization Legal Name” and there should be no “Org.” blocks wherein no sub-entities or principals are listed, i.e., “Org.” blocks of J. Steve Ford and Cynthia Ford should be deleted from this exhibit.
14. John Ford should be listed as John S. Ford on his Previous Participation Form to match all preceding exhibits.
15. Submit Previous Participation Forms for Rutherford Park, LP; Rutherford Park GP, LLC; and Rutherford Park Developers, LLC.

The above list may not include all Administrative Deficiencies such as those that may be identified **upon a supervisory review of the application**. **Notice of additional Administrative Deficiencies may appear in a separate notification.**

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5
pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

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All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Tuesday, July 17, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
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Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department.

To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also
enforceable by the Department and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement.

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

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

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

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

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

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

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

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

8514 C E King Pkwy Ste S, Houston, TX 77044
(281) 459-2009

Open Now
Today: 7:00 am - 9:00 pm

11 Years in Business

Be the first to review!

General Info
We are 100% family own and operated which make us a very honest hard working company. We care for our employees, because we care even more about our costumers.

Hours
Mon - Sat 7:00 am - 9:00 pm
Sun 7:00 am - 8:00 pm

Payment method
Debit, Discover, Mastercard, Visa

Location
We are relatively close to the Northern Beltway 8

Neighborhood
Houmont Park

Amenities
Free Wi-Fi Store Wide, Dine-in Taqueria, Clean Restrooms, Ciber Cafe

Languages
English, Spanish

Accreditation
Baytown's Hispanic Chamber of Commerce

Associations
Baytown's Hispanic chamber of Commerce
Categories
Meat Markets, Grocery Stores, Supermarkets & Super Stores

$ COUPONS & DEALS
No coupons available

GALLERY
Photos (1)

View all (1)

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Registered Chihuahuas w/ Health Check. Fetch Your New Best Friend Today!
RECEIPT OF EARNEST MONEY DEPOSIT

File No.: 1033006812
Buyer/Borrower(s): J. Steve Ford assigned to Rutherford Park, LP, a Texas limited partnership
Seller(s): U.S. Home Development Company, assumed name for Lennar Homes of Texas
Land and Construction, Ltd.
Closing Date: 
Property: 5.842 ac, Parkway Forest Commercial Reserve Subdivision, Harris County, Texas

Type of Funds: Check No. 1220
Date: December 22, 2017
Payor: John Stephen Ford Sr. OH Account
Amount: $25,000.00

Received By: Charter Title Company

Receiver's Signature: Jill Lantz
JOHN STEPHEN FORD SR.
OH ACCOUNT
4 HUNTERS BRIDGE CT
HOUSTON, TX 77024

1220
88-2265/131-48

DATE 12/22/17

PAY Twenty Five Thousand Dollars and 00/100 Cents DOLLARS $25,000.00

TO THE ORDER OF Charter Title Company

5.8 Ac Contract CE King & Tidwell 25,000.00

JOHN STEPHEN FORD SR. OH ACCOUNT

DEPOSIT AND VERIFY TRUE STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ABOVE EQUITABLE INTEREST. BY NOT COVERS DISHONOR OR DISPUTE. NO ENDORSE TO PAYEE.

DATE DESCRIPTION AMOUNT
12/22/17 5.8 Ac Contract CE King & Tidwell 25,000.00
### 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.

#### Building Configuration

- **Single Family Construction**: N/A
- **SRO**: N/A
- **Transitional (per §42(i)(3)(B))**: N/A
- **Duplex**: N/A
- **Scattered Site**: N/A
- **Fourplex**: X
- **> 4 Units Per Building**: N/A
- **Townhome**: N/A

#### Development will have:

- **Fire Sprinklers**: X
- **Elevators**: NO
- **Wt. Capacity**: Free

#### Number of Parking Spaces

<table>
<thead>
<tr>
<th>Consistent with Architectural Drawings:</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td></td>
<td>35</td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td>76</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height

<table>
<thead>
<tr>
<th>Free Paid</th>
<th>Ceiling Height</th>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>% Ceramic Tile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>9</td>
<td>N/A</td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Total # of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>625</td>
<td>6</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>625</td>
<td>4</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>1</td>
<td>776</td>
<td>4</td>
</tr>
<tr>
<td>A4</td>
<td>1</td>
<td>1</td>
<td>776</td>
<td>12</td>
</tr>
<tr>
<td>A5</td>
<td>1</td>
<td>1</td>
<td>776</td>
<td>2</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>999</td>
<td>2</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2</td>
<td>999</td>
<td>4</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>2</td>
<td>1,019</td>
<td>1</td>
</tr>
<tr>
<td>B4</td>
<td>2</td>
<td>2</td>
<td>1,019</td>
<td>4</td>
</tr>
<tr>
<td>B5</td>
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<td>2</td>
<td>1,019</td>
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</tr>
<tr>
<td>C1</td>
<td>3</td>
<td>2</td>
<td>1,168</td>
<td>2</td>
</tr>
<tr>
<td>C2</td>
<td>3</td>
<td>2</td>
<td>1,168</td>
<td>4</td>
</tr>
<tr>
<td>C3</td>
<td>3</td>
<td>2</td>
<td>1,175</td>
<td>2</td>
</tr>
<tr>
<td>C4</td>
<td>3</td>
<td>2</td>
<td>1,175</td>
<td>4</td>
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<tr>
<td>C5</td>
<td>3</td>
<td>2</td>
<td>1,175</td>
<td>12</td>
</tr>
</tbody>
</table>

#### Totals

<table>
<thead>
<tr>
<th>Total # of Units</th>
<th>Total Sq. Ft. for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>109,782</td>
</tr>
</tbody>
</table>

#### Supportive Housing Applicants Only

- **Enter the total development common area from the architect's plans:**
- **Ensure that this number matches your architectural drawings.**
- **The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:**
- **The lesser of these two numbers added to NRA:**
  - Use this number to figure points under 11.9(e)(2)
  - **Net Rentable Square Footage from Rent Schedule:** 109,782
  - **If a revised form is submitted, date of submission:**

---

**MF-7/12/2018-11:20am-bps**
Building Type 3 - First Floor Plan

Rutherford Park

Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Total Net Rentable Area: 22,464 sq. ft.
Total Patio/Balcony Area: 1,386 sq. ft.
Total Breezeway Area: 1,740 sq. ft.
Other Support Areas: 662 sq. ft.
Total Gross Building Area: 26,252 sq. ft.
TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
## 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>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00% 30 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00% 0 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00% 0 0</td>
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<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00% 0 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Bank, NA</td>
<td>Conventional Loan</td>
<td>$14,935,350 Libor+3.5 1st</td>
<td>$ 5,000,000 6.00% 30 35</td>
<td></td>
<td>1st</td>
</tr>
</tbody>
</table>

### Third Party Equity

| Boston Capital | HTC | $ 1,500,000 | $ 2,789,721 | $ 13,948,605 | 0.93 |

### Grant

| Harris County Housing Finance Corp | Local Government Grant | $ 500 |

### Deferred Developer Fee

| Rutherford Park Developers, LLC | $ 1,527,834 | $ 304,800 |

### Other

| Direct Loan Match |

---

| Total Sources of Funds | $ 19,253,405 | $ 19,253,405 |
| Total Uses of Funds    | $ 19,253,405 | $ 19,253,405 |
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The total development cost for Rutherford Park is estimated to be $19,253,405. The development will be financed through a construction loan from Citibank, NA; tax credits through TDHCA; Equity contributions from Boston Capital, grant from Harris County Housing Finance Corp in the amount of $500, and lastly deferred developer fee. The largest portion of the financing for the development will be the equity received through the sale of housing tax credits. The required amount of tax credits will result in equity in the amount of $13,948,605. The equity will be funded in 3 installments (please refer to the LOI from Boston Capital behind Tab 35). The next largest piece of the funding will be construction/permanent loan by Citibank, NA (please refer to the Citibank term sheet behind Tab 35). The construction loan of $14,935,350 will have a term of 30 months from closing with floating interest rate. This again will be funded by progress construction draws in the construction phase. The construction loan will have conversion component. The perm loan of $5,000,000 will have a term

Describe the replacement reserves:

At permanent conversion the development will fund a replacement reserve in the amount of $250/unit per year

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments:

The development construction period budget includes a Rent-up Reserve of $75,000 to be used for interest carry and $61,556 in negative operating losses/expenses until such time the development will achieve breakeven and closing of permanent loan. The investor will require an operating reserve in the amount of $200,000 to be funded from capital sources at or before the time of permanent loan closing.

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: 617-624-8877

Email address: rmazzocchi@bostonceapital.com

If a revised form is submitted, date of submission: ____________________________
July 12, 2018

Ms. Cynthia Ford
Dwayne Henson Investment, Inc.
1500 N Post Oak Road, Suite 190
Houston, Texas 77055

RE: Rutherford Park, LP (a Texas limited partnership)
Rutherford Park Apartments, Houston, Texas

Dear Cynthia:

Boston Capital ("BC") has submitted a letter of intent to purchase the federal low income housing tax credits to be allocated to the above referenced property. This letter will outline the timing and magnitude of the potential Partnerships developer fee distributions.

Based on an annual LIHTC allocation of $1,500,000, capital contributions to the Limited Partnership would total $13,948,605 and provide a paid development fee of $2,136,391. The manner in which this fee would be paid from capital contributions is outlined below:

<table>
<thead>
<tr>
<th>First Installment:</th>
<th>$640,917</th>
<th>(30%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Installment:</td>
<td>$1,068,196</td>
<td>(50%)</td>
</tr>
<tr>
<td>Third Installment:</td>
<td>$427,278</td>
<td>(20%)</td>
</tr>
</tbody>
</table>

Please feel free to call me at (617) 624-8877, if you have any questions.

Sincerely,

[Signature]

Richard D. Mazzocchi
Vice President, Acquisitions
### List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note: Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Rutherford Park, LP</th>
<th>City: Houston</th>
<th>State: TX</th>
<th>Zip: 77055</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Rd, Suite 190</td>
<td>1500 North Post Oak Rd, Suite 190</td>
<td>1500 North Post Oak Road, Suite 190</td>
<td>Houston</td>
<td>TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park, LP</td>
<td>Rutherford Park, LP</td>
<td>Rutherford Park, LP</td>
<td>7133345514</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>2/19/80</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>1/15/09</td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. Resolution, Inc.</td>
<td>2. Vin Capital Resources, LLC</td>
<td>3. JFB Properties, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Berykium Services, LLC</td>
<td>5. Bellbeacon, LLC</td>
<td>6. Resolution Real Estate Services, LLC</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</table>

<table>
<thead>
<tr>
<th>Org. 1.1</th>
<th>Organization Legal Name:</th>
<th>Resolution, Inc.</th>
<th>Role/Title:</th>
<th>General partner</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Rd, Suite 190</td>
<td>Houston</td>
<td>TX</td>
<td>77055</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park, LP</td>
<td>Rutherford Park, LP</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
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<td>Yes</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<td>4.</td>
<td>5.</td>
<td>6.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 1.2</th>
<th>Organization Legal Name:</th>
<th>Bellbeacon, LLC</th>
<th>Role/Title:</th>
<th>Member of GP &amp; Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1500 North Post Oak Rd, Suite 190</td>
<td>Houston</td>
<td>TX</td>
<td>77055</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Rutherford Park GP, LLC</td>
<td>Rutherford Park GP, LLC</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. Jill Ford Wright</td>
<td>2.</td>
<td>3.</td>
<td></td>
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<tr>
<td>TDHCA Experience:</td>
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<td>Yes</td>
<td>Yes</td>
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<tr>
<td>4.</td>
<td>5.</td>
<td>6.</td>
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</tr>
<tr>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>Member of GP &amp; Devel</td>
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<tr>
<td>-------------------------</td>
<td>------------</td>
<td>----------------------</td>
<td></td>
<td></td>
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<tr>
<td>1.3 Vin Capital Resources, LLC</td>
<td>Rutherford Park GP, LLC</td>
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<td></td>
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</tr>
<tr>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>Address</td>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------</td>
<td>---------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
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<td>Developer</td>
<td>1500 North Post Oak Road, Suite 190</td>
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<td>TX</td>
</tr>
<tr>
<td>JFB Properties, LLC</td>
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<tr>
<td>Vin Capital Resources, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beryllium Services, LLC</td>
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<td></td>
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<td></td>
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<tr>
<td>Bellbeacon, LLC</td>
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<td></td>
</tr>
<tr>
<td>Resolution Real Estate Services, LLC</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls:
- J. Steve Ford
- Jeremy Bartholomew
- Carrie Ford Compton

Organization legally formed? [No] Date formed: N/A Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? [No] Phone: 7133345514 Email: steve@resolutioninc.net

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:
- 1. Resolution, Inc.
- 2. JFB Properties, LLC
- 3. Vin Capital Resources, LLC
- 4. Beryllium Services, LLC
- 5. Bellbeacon, LLC
- 6. Resolution Real Estate Services, LLC
Previous Participation Form

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Person/Role: John S. Ford (Manager of Beryllium), Member of Rutherford Park GP, LLC, the GP
Email Address: john@enco.re
City & State of Home Addr: 1500 North Post Oak Road, Suite 190
Applicant Legal Name: Rutherford Park, LP

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<td>Villas of Brownwood II</td>
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Person/Role: Rutherford Park, LP

Email Address: steve@resolutioninc.net

City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055

Applicant Legal Name: Rutherford Park, LP

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Email Address: steve@resolutioninc.net
City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055
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Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
FEbruary 5, 2018

Mr. J. Steve Ford
Rutherford Park, LP
1500 N Post Oak Rd, Ste 190
Houston, TX 77055

RE: TERMINATION OF HTC PRE-APPLICATIONS #18159 RUTHERFORD PARK, HOUSTON; 18180 WESTBURY VILLAS, HOUSTON; AND 18360 GRAYTON TERRACE, HOUSTON

Dear Mr. Ford:

The Texas Department of Housing and Community Affairs (“the Department”) received the above pre-applications. Pursuant to 10 TAC §11.8(b) of the 2018 Qualified Allocation Plan (“QAP”), pre-applications will be terminated unless they meet the threshold criteria described in this section. Per §11.8(b)(1):

(1) Submission of the competitive HTC pre-application in the form prescribed by the Department which identifies at a minimum:

(A) Site Control meeting the requirements of §10.204(10) of this title (relating to Required Documentation for Application Submission). For purposes of meeting this specific requirement related to pre-application threshold criteria, proof of consideration and any documentation required for identity of interest transactions is not required at the time of pre-application submission but will be required at the time of full application submission;

and

(F) Census tract number in which the Development Site is located, and a map of that census tract with an outline of the proposed Development Site;

During review of the pre-applications, staff was unable to review the Site Control documents and the census tract maps in pre-applications #18159 and 18180, and the Site Control documents in #18360, as the links to these documents were inoperable.
Staff guidance on pre-application submission made it clear that prior to submission of the pre-application, applicants should check each uploaded document to ensure that the document was properly uploaded. The 2018 Multifamily Programs Application Procedures Manual states on Page 10:

"Before entering the ‘Captcha’ (the picture that ensures a user is not a ‘spambot’), it is strongly recommended that the Applicant use the Back button to review the entire pre-application before submission. Once the Back button is used, the pre-application uploads should show up as hyperlinks. Make sure the documents open and that they are complete."

On page 11, the manual states:

"... The Applicant will also receive an email confirmation which will detail the information submitted, including hyperlinks to the files attached by the Applicant. In the event that an error is identified after submission (including a file that cannot be opened from the hyperlinks), the Applicant should use the Edit Submission link in the confirmation email to go back to the pre-application and make the necessary corrections (the link in the initiation email will no longer work) prior to the submission deadline..."

... If the complete pre-application is not submitted by the deadline, the Applicant will be deemed to have not made a pre-application."

Finally, the last page of the pre-application form itself offers the following warning:

**WAIT! Are you ready to submit?**

**DO THIS!** Save your form by hitting the Back button, then hit the Next button to come back. The titles of your attachments should show up as hyperlinks. The document is now saved. After the document is submitted, you should come back to your uploads, click each link and inspect documents to ensure that you uploaded a correct and complete document. If the link does not work, or if the upload is not complete, delete the document and retry (i.e., if the last page is missing do not upload the page as a single file, reload the entire document).

Staff receives email confirmation each time an applicant accesses the pre-application. Review of email received during the pre-application submission period indicates that pre-applications #18159 and 18180 were initiated and submitted, but there is no indication that the pre-applications were edited after they were submitted. Pre-application #18360 was edited to upload more documents after it was submitted, but the link for the Site Control documents was not corrected. Because Site Control documentation and/or census tract maps were not included in the pre-applications, in accordance with 10 TAC §11.8(a)(1) the pre-applications are deemed to have not been made. The following amounts will be refunded to your organization:

- 18159 $1,140.00
- 18180 $1,000.00
- 18360 $1,110.00

An appeals process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in §10.902 of the 2018 Uniform Multifamily Rules. Should you choose to appeal this decision to the Executive Director, you must file your appeal, in writing, with the Department not later than seven (7) calendar days after the date of this letter. If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §10.902 of the 2018 Uniform Multifamily Rules for full instruction on the appeals process.
If you have any questions or concerns, please contact me at 512-475-1676 or by email at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
February 12, 2018

By Email to tim.irvine@tdhca.state.tx.us
Tim Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

RE: Appeal of Termination of Pre-Applications:
#18159 Rutherford Park, Houston, Harris County, Texas;
#18161 Monroe Crossing, Houston, Harris County, Texas; and
#18164 Lafayette Park Apartments, La Porte, Harris County, Texas.

Dear Mr. Irvine:

This is an appeal of the termination of Pre-Applications #18159 for Rutherford Park, #18161 for Monroe Crossing, and #18164 for Lafayette Park Apartments, each of which was terminated on February 5, 2018 as being incomplete. The developers actually filed eight (8) Pre-Applications, each of which was terminated for the same reason (#18159; #18161; #18164; #18177; #18179; #18180; #18207; and #18360). We are only appealing the Staff’s action on Rutherford Park, Monroe Crossing and Lafayette Park Apartments, which are the developments for which our clients intend to file Full Applications. We will be discussing the technique used to submit all eight Pre-Applications, however, because the large number of incomplete submissions coming from one development group and being every Pre-Application that was submitted by that development group, is significant.

All eight Pre-Applications were terminated because links to requisite attachments did not work. When the full image of each Pre-Application is accessed, at the very bottom of the Pre-Application form there are links to the attachments that were uploaded. Each of the terminated Pre-Applications shows all of the required links. Each link reflects the developers’ customized name for the pdf document that was uploaded. Had the documents not been uploaded, these names would not be in the TDHCA’s JotForm system.

All of these eight Pre-Applications were submitted by one person, who is very experienced, having submitted Housing Tax Credit Applications since 1998. Ms. Lily Kavthekar has also
successfully uploaded multiple electronic Pre-Applications each year since the TDHCA started requiring on-line submission. Lily Kavthekar has never had a Pre-Application terminated due to irregularities in submission of the Pre-Application form or the attachments to the form.

In reviewing the eight terminated Pre-Applications, we noted the following:

- Each Pre-Application displayed individualized document names for the uploaded documents, evidencing that Ms. Kavthekar actually did upload the documents.

- Per the attached Affidavit of Ms. Kavthekar (Please see Exhibit A), she followed the TDHCA’s directions and (i) uploaded the document; (ii) hit “BACK”; (iii) confirmed that the links were visible; (iv) clicked on the links to open the documents, confirmed that they were present and complete and pressed “SUBMIT”; and (v) on January 9th she accessed each Pre-Application and clicked on the links to open the documents and confirmed that they were present and complete.

- The contact for each Pre-Application received an email acknowledgment of the submission of the Pre-Application which stated: “You have successfully submitted Competitive HTC Pre-Application 18159 Rutherford Park for the 2018 Cycle.” The acknowledgment went on to provide a print-out of all information inserted into the Pre-Application form and indicated the attachments that had been uploaded. The acknowledgment does caution applicants to confirm that the links work, and although Ms. Kavthekar had already done so, she used the link in the acknowledgment emails to access each Pre-Application and clicked on each attachment uploaded and confirmed that each uploaded document opened. (Please see Section 7 of her Affidavit in Exhibit A).

- The Termination Notices from the TDHCA indicate that the TDHCA receives confirmation each time an applicant edits a particular Pre-Application. TDHCA Staff has no indication of a Pre-Application being accessed unless it is edited and resubmitted. For Rutherford Park, the Termination Notice indicated that the Pre-Application was initiated and submitted but that there was no indication that it was ever opened for editing after submission. Having confirmed successful uploading in the Pre-Application upon submission and upon receiving the email acknowledgment that the Pre-Application was successfully submitted, there was no reason for her to keep opening and closing the links. Notwithstanding this, however, Ms. Kavthekar accessed each Pre-Application on the morning prior to the 5:00 p.m. deadline and tested the links again, without making any edits or pressing “SUBMIT” since the Pre-Application was complete and the links worked.

- Although all of the links on each Pre-Application worked when Ms. Kavthekar confirmed that they would open, some now fail to connect to the uploaded document. We note that in each case, the broken links are instances where Ms. Kavthekar had identified the document with an unusually long name which took up two lines in the Pre-Application. (Please see Exhibit B). Only the links that are two lines long are inaccessible, and all of the links that are two lines long are inaccessible. All links with names that only require
a single line still work. The consistency of this factor over eight submissions leads us to believe that the problem in accessing the uploaded document occurred not as a result of any impropriety in the uploading of the documents, but instead occurred in the TDHCA’s JotForm system, when the long document name was divided into two lines. This may have been a result of the use of the Safari browser to open the JotForm Pre-Application form, since it is known that Safari does not support all types of files or programs. Safari (as opposed to Chrome, Internet Explorer or Mozilla Firefox) is the default browser choice when the applicant is using a mac computer, and was a permitted choice in opening the JotForm. We are not able to test the theory that Safari caused the links to break after submission, or the theory that opening links without pressing “SUBMIT” again breaks the links, because the JotForm software is no longer accessible, having been closed down at the submission deadline.

• We point out that the Pre-Application Form was not made available until January 4, 2018, and was only available late in the day on the 4th because there was a problem in its functionality. Such acknowledged problems gives reasonable credence to the possibility that the critical problem was either within the JotForm software itself (relatively unlikely, however, since a limited number of applicants encountered this problem) or else in the combination of the use of Safari and the JotForm software or in the accessing of a Pre-Application and opening of links without pressing “SUBMIT” again.

• The directions for uploading documents do not advise that long document names may result in dysfunction within the JotForm program. The fact that each and every instance of an attachment becoming inaccessible shows that the document name had to be split to two lines implies possible causation.

• The directions do not advise that every time a Pre-Application is accessed, the “SUBMIT” button must be pressed, whether or not any edits were made during the session. The fact that Ms. Kavthekar did not re-submit any of the eight submissions suggests that perhaps this was the critical factor which caused all eight submissions to be broken.

• The 2018 Multifamily Application Procedures Manual indicates the following on page 10 regarding the Pre-Application Documentation and Assembly for page 5 of the Pre-App:

Before entering the “Captcha” (the picture that ensures a user is not a “spambot”), it is strongly recommended that the Applicant use the Back button to review the entire pre-application before submission. Once the Back button is used, the pre-application uploads should show up as hyperlinks. Make sure the documents open and that they are complete.

Per Ms. Kavthekar’s Affidavit, she did, indeed, use the Back button, which is confirmed by the fact that the hyperlinks appeared, and she was able to use them to access the uploaded documents.
We would like to point out that there was no time pressure to get the Pre-Applications submitted that might have contributed to failing to check on attachment accessibility. Six of these eight Pre-Application packages were uploaded a full 24 hours or more prior to the 5:00 pm January 9, 2018 deadline, and the final two (not under appeal) were uploaded prior to noon on January 9th. The attached submission acknowledgments confirm that all of the submissions were made long before the deadline, so there should not have been any malfunction derived from an excessive number of applicants trying to upload Pre-Applications at the same time. (Please see Exhibit C). Ms. Kavthekar had plenty of time to review the submissions and confirm that they were complete, which she did. She did this even though she had confirmed that the uploaded documents opened before she submitted the Pre-Applications, in accordance with the instructions reproduced above.

The letter of termination from the TDHCA for Rutherford Park and several other applications stated the following:

"Staff receives email confirmation each time an applicant accesses the pre-application. Review of email received during the pre-application submission period indicates that pre-applications #18159 and 18180 were initiated and submitted, but there is no indication that the pre-applications were edited after they were submitted. ... Because Site Control documentation and/or census tract maps were not included in the pre-applications, in accordance with 10 TAC §11.8(a)(1) the pre-applications are deemed to have not been made. ..."

Likewise, a similar paragraph in the letter of termination for Monroe Crossing and Lafayette Park Apartments indicates that #18161 and #18164 were each initiated and submitted but not subsequently edited. We believe that the process set forth in the 2018 Multifamily Programs Applications Procedures Manual did not require re-opening to edit an uploaded document. Even so, Ms. Kavthekar accessed each Pre-Application, tested the uploaded documents to confirm that the links worked (which they did) and then exited the Pre-Application without pressing "SUBMIT" since the Pre-Applications were complete and no edits were required. As previously indicated, Page 10 of the Manual required that the applicant use the Back button to review the entire pre-application before submission, since once the Back button is used, the pre-application uploads should show up as hyperlinks. They did show up as hyperlinks, and Ms. Kavthekar did make sure that the documents opened and were complete, as required in the Manual.

**Summary**

An extremely experienced preparer of electronic Pre-Applications and Full Applications to the TDHCA submitted eight (8) Pre-Applications. All but Villas at El Dorado and Grayton Terrace were submitted on or before January 8, 2018 – more than 24 hours prior to the TDHCA’s deadline. Prior to submission, all links were present and had been checked to make sure the uploaded documents were accessible and complete. Acknowledgments of the submissions were received from the TDHCA which contained the recommendation that the submissions be checked to make sure the links worked. The link for each uploaded document was checked and found to be working at about midday on January 9, 2018. Because the links were working and no edits were needed, Ms. Kavthekar simply exited each Pre-Application, without re-submitting it.
TDHCA Staff notified the developer that all of the eight (8) Pre-Applications have been terminated because the links to certain (but not all!) uploaded documents did not work. Ms. Kavthekar followed the submission instructions completely, and she followed the strong suggestion in the acknowledgment of submission that links be checked, and found that all links worked as of midday on January 9, 2018. Accordingly, we must look elsewhere for a reason why the links did not work. We noted that all of the broken links were ones where the name of the document took up two lines, and none of the working links were two lines. We were also informed that the Pre-Applications were accessed using Safari, which might have caused the link breakage. We were also advised that because the Pre-Applications, as submitted, had all links working when accessed on January 9th for a final review, Ms. Kavthekar did not re-submit the Pre-Applications by hitting the “SUBMIT” button, and this might have caused the problem. In any of these events, the problem, by its very nature, could not be seen by Ms. Kavthekar at the time of submission or final review.

Although we are not able to test these hypotheses because the JotForm Pre-Application forms are no longer accessible, we do suggest that the link breakage, which took place after submission and then final review with re-checking of the links on January 9th, may have been caused by any of the following:

- Safari is known not to support all programs. It is possible that the links were broken because Safari was used.

- Unusually long names were used to identify some of the uploaded documents, and these are the only uploads that do not work. It is possible that the long document names, when used with Safari, resulted in broken links.

- Ms. Kavthekar did not hit “SUBMIT” after she confirmed that the previously submitted forms had working links that lead to complete uploaded documents. None of the directions require that the completed Pre-Applications be re-submitted if there are no edits – however, it may be a characteristic of the JotForm system that such re-submission is necessary.

In any of these events, we request that you take into consideration the long history of Ms. Kavthekar’s successful electronic submission of Pre-Applications and her testimony that she followed the TDHCA’s directions explicitly. The error appears to have taken place after January 9, 2018, and after the Pre-Applications were outside of her control. Accordingly, we respectfully request that you grant this appeal of the termination of Pre-Applications for Rutherford Park, Monroe Crossing and Lafayette Park Apartments. In the event that you do not grant this appeal, we request that it be heard by the TDHCA Board.

Sincerely,

Barry J. Palmer
Attachments, Exhibits A - C

cc: Marni Holloway
    Sharon Gamble
    J. Steve Ford
    William Henson
    Jeremy Bartholomew
    Carrie Ford Compton
    Lily Kavthekar
EXHIBIT “A”

AFFIDAVIT OF LILY KAVTHEKAR
AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared LILY KAVTHEKAR, and upon being duly sworn, stated as follows:

1. My name is Lily Kavthekar. I am a resident of the State of Texas and am employed by Henson Ford Investments located at 1500 Post Oak Road #190, Houston, Texas 77055 (the “Company”). I am above the age of eighteen and am competent to make this Affidavit.

2. I have participated in the preparation of the 2018 Competitive Housing Tax Credit Program pre-applications (the “Pre-Applications”) for Rutherford Park (TDHCA #18159), Monroe Crossing (TDHCA #18161), Lafayette Park Apartments (TDHCA #18164), Gardens at Baytown (TDHCA #18177), Broadgreen Oaks (TDHCA #18179), Westbury Villas (TDHCA #18180), El Dorado Phase 2 (TDHCA #18207), and Grayton Terrace (TDHCA #18360). It was my job to complete the Pre-Applications using the JotForm system established by the Texas Department of Housing and Community Affairs (“TDHCA”), including uploading required site control and census tract documentation relating to developments proposed in each Pre-Application prior to the deadline on January 9, 2018.

3. For each Pre-Application, I went onto TDHCA’s JotForm system and entered the development name and the primary contact’s information to get started. The confirmation e-mails with the assigned pre-application numbers for each development were delivered to the applicable primary contact’s e-mail account, which were then forwarded to me so that I could access and complete the Pre-Applications.

4. On or before Monday, January 8, 2018, I completed all of the Pre-Applications with the exception of Grayton Terrace and El Dorado Phase 2 which were completed on January 9, 2018. I reviewed the TDHCA guidance on electronic submission of 2018 9% pre-applications prior to completing the Pre-Applications, and kept a copy with me as I completed each Pre-Application to ensure I was following the TDHCA’s recommendations. The Company uses Mac or Apple computers, and I used Safari to access and complete the Pre-Applications. With respect to my completion of each Pre-Application, I followed the following procedures:

   (i) Completed the blanks in the pre-application form, and pressed “BACK” after reaching the end of each page of the form to save the information entered;

   (ii) Uploaded the site control documentation, census tract map, and list of amenities on the last page of each pre-application form, waited for each file to fully upload, pressed “BACK” and then returned to the final page where the uploads appeared as hyperlinks; and
(iii) I clicked on each hyperlink to confirm that the documentation had been uploaded properly, which it had, and then entered the "Captcha" text, and pressed "SUBMIT".

5. With the exception of Grayton Terrace, El Dorado Phase 2 and Rutherford Park, I had all of the information and documentation needed to complete the Pre-Applications in one sitting without needing to return to the JotForm system to make edits to the Pre-Applications. I initially submitted the Rutherford Park Pre-Application on January 6, 2018, and edited the Pre-Application on January 8, 2018 to adjust the self-score points and to correct a typo in the census tract number. I initially submitted the El Dorado Phase 2 Pre-Application on January 8, 2018, and edited the Pre-Application at about midday on January 9, 2018. I submitted the Grayton Terrace Pre-Application at about midday on January 9, 2018.

6. Upon completion of the Pre-Applications, the applicable primary contact forwarded me the acknowledgement e-mail that TDHCA generates with respect to each JotForm submission which permits you to access the pre-application and make any necessary edits. I reviewed each acknowledgement e-mail and noted the information I had entered as well as the document names of each attachment I uploaded.

7. Midday on January 9, 2018, I used the links that the primary contact for each Pre-Application had forwarded to me in order to access each Pre-Application and confirm that the information appeared as it had when first entered, and to test the links to the uploaded documents. The links to each uploaded document for each Pre-Application were functional, and opened the correct document in each case. After testing the links and confirming that the Pre-Applications appeared in final form, I exited each Pre-Application without pressing "SUBMIT" because no changes were made so nothing needed to be saved which was not already in the JotForm system from my initial completion of each Pre-Application.

8. Further Affiant saith not.

Dated February 12, 2018.

[Signature]

LILY KAVITHEKAR

SWORN TO AND SUBSCRIBED TO BEFORE ME, the undersigned authority, this 12th day of February, 2018.

[Signature]

Notary Public in and for Harris County, Texas
My commission expires: March 15, 2018
EXHIBIT “B”

PRINT OUT OF FINAL PAGE OF PRE-APPLICATIONS

(AS IMAGED ON-LINE) SHOWING PERSONALIZED LINKS.

Highlighted links are the two-line links that are the only ones that broke.
Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4) (B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

Site Control Documentation
- Rutherford Park Receipted Earnest Money Contract.pdf

Census Tract Map
- Rutherford Park CT Map 48201232302.pdf

Amenities List
- Rutherford Park-List of Amenities under Opportunity Index.pdf
Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4) (B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

**Site Control Documentation**
- Monroe Crossing
  - Fully executed and receipted Earnest Money Contract.pdf

**Census Tract Map**
- Monroe Crossing- Census tract map-48201333901.pdf

**Amenities List**
- Monroe Crossing- List of Amenities under Opportunity Index.pdf
Total Applicant Self-Score: 117

Readiness to Proceed
§11.9(c)(8): 5 points

Local Government Support
§11.9(d)(1): 17 points

Quantifiable Community Participation §11.9(d)(4): 4 points

Support from State Representative §11.9(d)(5): Yes

Input from Community Organizations §11.9(d)(6): 4 points

Concerted Revitalization Plan §11.9(d)(7): 0 points

Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4)(B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed. Yes

Site Control Documentation: Lafayette Park Receipted Contract.pdf

Census Tract Map: Lafayette Park-CT Map 48201343000.pdf

Amenities List: Lafayette Park-List of Amenities under Opportunity Index.pdf
Quantifiable Community Participation §11.9(d)(4) 4 points

Support from State Representative §11.9(d)(5) Yes

Input from Community Organizations §11.9(d)(6) 4 points

Concerted Revitalization Plan §11.9(d)(7) 0 points

Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4)(B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

Yes

Site Control Documentation Gardens at Bayton Central Earnest money contract and assignment.pdf

Census Tract Map Gardens at Baytown Central CT MAP 48201253700.pdf

Amenities List Gardens at Baytown Central-List of Amenities under Opportunity Index.pdf
Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4) (B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

Site Control Documentation: Broadgreen- Earnest money Contract.pdf

Census Tract Map: Broadgreen Oaks CT Map 482012523002.pdf

Amenities List: Broadgreen Oaks-List of Amenities under Opportunity Index.pdf
Concerted Revitalization Plan
§11.9(d)(7)

Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4)(B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

Site Control Documentation
Westbury Earnest Money Contract.pdf

Census Tract Map
Westbury Villas Census tract Map 48201422100.pdf

Amenities List
Westbury Villas-List of Amenities under Opportunity Index.pdf
Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4) (B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

Site Control Documentation
Villas at El Dorado Phase 2 Earnest money contract.pdf

Census Tract Map
Villas at El Dorado Phase 2 CT Map 48201350601.pdf

Amenities List
Phase II-List of Amenities under Opportunity Index.pdf
Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4) (B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

Site Control Documentation
Grayton Terrace
Earnest Money Contract.pdf

Census Tract Map
Grayton Terrace, CT Map 48201232302.pdf

Amenities List
Grayton Terrace-List of Amenities under Opportunity Index.pdf
EXHIBIT "C"

ACKNOWLEDGMENTS OF SUBMISSION

Highlighted date is date Pre-Application was submitted to TDHCA.

[Note that printout of information from Pre-Application has been omitted for brevity.]
You have successfully submitted Competitive HTC Pre-Application 18159 Rutherford Park for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of $140, along with a Multifamily Document and Payment Receipt including the pre-application number. Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted to the Department’s website along with the site control documentation, census tract map, and any other attachments include in the pre-application submission. Please carefully review this information for accuracy; this includes ensuring that each attachment can be opened using the respective hyperlinks below.

If you find that any of the information submitted is incorrect, please use the Edit Submission link below to make corrections. Any edits must be completed by 5:00pm Austin local time on Tuesday, January 9, 2018. 

Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at
sharon.gamble@tdhca.state.tx.us
You have successfully submitted Competitive HTC Pre-Application 18161 Monroe Crossing for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of 1140, along with a Multifamily Document and Payment Receipt including the pre-application number.

Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted to the Department’s website along with the site control documentation, census tract map, and any other attachments include in the pre-application submission. Please carefully review this information for accuracy; this includes ensuring that each attachment can be opened using the respective hyperlinks below.

If you find that any of the information submitted is incorrect, please use the Edit Submission link below to make corrections. Any edits must be completed by 5:00pm Austin local time on Tuesday, January 9, 2018.

Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at sharon.gamble@tdhca.state.tx.us
You have successfully submitted Competitive HTC Pre-Application 18164 Lafayette Park Apartments for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of $140, along with a Multifamily Document and Payment Receipt including the pre-application number. Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted to the Department’s website along with the site control documentation, census tract map, and any other attachments included in the pre-application submission. Please carefully review this information for accuracy; this includes ensuring that each attachment can be opened using the respective hyperlinks below.

If you find that any of the information submitted is incorrect, please use the Edit Submission link below to make corrections. Any edits must be completed by 5:00pm Austin local time on Tuesday, January 9, 2018.

Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at sharon.gamble@tdhca.state.tx.us
From: TDHCA <htcnotifications@tdhca.state.tx.us>
Subject: 18177 Gardens at Baytown Central 2018 Competitive HTC Pre-Application Submission Confirmation
Date: January 8, 2018 at 12:01:18 PM CST
To: <carrie@encoreresidential.net>
Reply-To: <htcnotifications@tdhca.state.tx.us>

You have successfully submitted Competitive HTC Pre-Application 18177 Gardens at Baytown Central for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of $120, along with a Multifamily Document and Payment Receipt including the pre-application number. Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted to the Department’s website along with the site control documentation, census tract map, and any other attachments include in the pre-application submission. Please carefully review this information for accuracy; this includes ensuring that each attachment can be opened using the respective hyperlinks below.

If you find that any of the information submitted is incorrect, please use the Edit Submission link below to make corrections. Any edits must be completed by 5:00pm Austin local time on Tuesday, January 9, 2018.

Please do not respond to this email. If you have questions, please contact
Sharon Gamble, Competitive HTC Administrator, at sharon.gamble@tdhca.state.tx.us
Tamea A. Dula

Subject: FW: 18179 Broadgreen Oaks 2018 Competitive HTC Pre-Application Submission Confirmation

From: TDHCA <htcnotifications@tdhca.state.tx.us>
Subject: 18179 Broadgreen Oaks 2018 Competitive HTC Pre-Application Submission Confirmation
Date: January 8, 2018 at 11:23:23 AM CST
To: <carrie@encoreresidential.net>
Reply-To: <htcnotifications@tdhca.state.tx.us>

You have successfully submitted Competitive HTC Pre-Application 18179 Broadgreen Oaks for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of $140, along with a Multifamily Document and Payment Receipt including the pre-application number. Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted to the Department’s website along with the site control documentation, census tract map, and any other attachments include in the pre-application submission. Please carefully review this information for accuracy; this includes ensuring that each attachment can be opened using the respective hyperlinks below.

If you find that any of the information submitted is incorrect, please use the Edit Submission link below to make corrections. Any edits must be completed by 5:00pm Austin local time on Tuesday, January 9, 2018.

Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at sharon.gamble@tdhca.state.tx.us
You have successfully submitted Competitive HTC Pre-Application 18180 Westbury Villas for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of 1000, along with a Multifamily Document and Payment Receipt including the pre-application number.

Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted to the Department’s website along with the site control documentation, census tract map, and any other attachments include in the pre-application submission. Please carefully review this information for accuracy; this includes ensuring that each attachment can be opened using the respective hyperlinks below.

If you find that any of the information submitted is incorrect, please use the Edit Submission link below to make corrections. Any edits must be completed by 5:00pm Austin local time on Tuesday, January 9, 2018.


Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at

sharon.gamble@tdhca.state.tx.us
You have successfully submitted Competitive HTC Pre-Application 18207 Villas at El Dorado Phase 2 for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of $360, along with a Multifamily Document and Payment Receipt including the pre-application number. Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted on the Department’s website along with the site control documentation, census tract map, and any other attachments include in the pre-application submission. Please carefully review this information for accuracy.

If you find that any of the information submitted is incorrect, be sure that any edits are completed by 5:00pm Austin local time on Tuesday, January 9, 2018. A link to edit the submission has been sent to the person entered as the primary contact.

Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at sharon.gamble@tdhca.state.tx.us
You have successfully submitted Competitive HTC Pre-Application 18360 Grayton Terrace for the 2018 Cycle. If you have not done so already, please submit your pre-application fee, which should be in the amount of $100, along with a Multifamily Document and Payment Receipt including the pre-application number. Certain Qualified Nonprofits are eligible for a 10% discount, which should be taken at the time of payment and indicated on the Multifamily Document and Payment Receipt. Please see §10.901(1) of the Uniform Multifamily Rule for more information. Pre-application fees must be received by 5:00pm Austin local time on Tuesday, January 9, 2018. Fees are refundable only if the pre-application is withdrawn.

Details of your submission are included below. This information will be posted on the Department’s website along with the site control documentation, census tract map, and any other attachments included in the pre-application submission. Please carefully review this information for accuracy.

If you find that any of the information submitted is incorrect, be sure that any edits are completed by 5:00pm Austin local time on Tuesday, January 9, 2018. A link to edit the submission has been sent to the person entered as the primary contact.

Please do not respond to this email. If you have questions, please contact Sharon Gamble, Competitive HTC Administrator, at sharon.gamble@tdhca.state.tx.us
February 15, 2018

Mr. Barry J. Palmer
Coats | Rose
9 Greenway Plaza, Ste. 1100
Houston, TX 77046

RE: TERMINATION OF HTC PRE-APPLICATIONS #18159 RUTHERFORD PARK, HOUSTON; #18161 MONROE CROSSING, HOUSTON; AND #18164 LAFAYETTE PARK APARTMENTS, LA PORTE

Dear Mr. Palmer:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your appeal, dated February 12, 2018, of the termination of the above referenced pre-applications. The pre-applications were terminated because the pre-applications did not include information regarding Site Control as required by 10 TAC §11.8(b)(1)(A) of the 2018 Qualified Allocation Plan (“QAP”). During review of the pre-applications, staff was unable to review the Site Control documents because the hyperlinks to these documents were inoperable.

The appeal asserts that the Applicant took all necessary steps to ensure that the Site Control documents were properly uploaded to JotForm. I will address individually each of the assertions made, combining them where appropriate. Each response draws upon one salient point: staff guidance on pre-application submission and the pre-application form itself, made it clear that applicants should check the hyperlinks for each uploaded document to ensure that the document was properly uploaded.

1. “Each Pre-Application displayed individualized document names for the uploaded documents, evidencing that Ms. Kavthekar actually did upload the documents.”

The pre-applications show hyperlinks for documents, but this alone does not confirm that a document was successfully uploaded to the JotForm system. As was indicated on the pre-application form and by staff guidance, the test is in whether the hyperlinks successfully connect to an uploaded document when the link is selected. In the case of these pre-applications, some of the hyperlinks provided do not connect to an actual document and therefore it cannot be confirmed that the document was properly uploaded.

2. “Per the attached Affidavit of Ms. Kavthekar (please see Exhibit A), she followed the TDHCA’s directions and (i) uploaded the document; (ii) hit "BACK"; (iii) confirmed that the links were visible; (iv) clicked on the links to open the documents, confirmed that they were present and complete and pressed "SUBMIT"; and (v) on January 9th she accessed
each Pre-Application and clicked on the links to open the documents and confirmed that they were present and complete.” [NOTE: The last assertion in the appeal letter regarding checking the hyperlinks is similar in outcome and is not re-printed.]

I feel compelled to point out that it would not have been possible for Ms. Kavthekar to click on the links to open the documents, confirm that they were present, and complete and press “SUBMIT.” Documents are only uploaded to JotForm when the “SUBMIT” button is clicked, as the hyperlink is only created once a web address is created for it. Until the document is submitted, the document only resides on the computer from which it will be uploaded. That is why the pre-application form itself provides the following direction:

**WAIT! Are you ready to submit?**

**DO THIS!** Save your form by hitting the Back button, then hit the Next button to come back. The titles of your attachments should show up as hyperlinks. The document is now saved. After the document is submitted, you should come back to your uploads, click each link and inspect documents to ensure that you uploaded a correct and complete document. If the link does not work, or if the upload is not complete, delete the document and retry (i.e., if the last page is missing do not upload the page as a single file, reload the entire document).

3. “The contact for each Pre-Application received an email acknowledgment of the submission of the Pre-Application which stated: ‘You have successfully submitted Competitive HTC Pre-Application 18159 Rutherford Park for the 2018 Cycle.’ The acknowledgment went on to provide a print-out of all information inserted into the Pre-Application form and indicated the attachments that had been uploaded. The acknowledgment does caution applicants to confirm that the links work, and although Ms. Kavthekar had already done so, she used the link in the acknowledgment emails to access each Pre-Application and clicked on each attachment uploaded and confirmed that each uploaded document opened.” [NOTE: The next assertion in the appeal letter regarding checking the links without pressing the submit button is similar in outcome and is not re-printed.]

When this issue initially arose, Ms. Kavthekar sent to staff a copy of the .pdf pre-application for 18159 Rutherford Park that she had saved with a note stating “[p]lease see copy of the prep submitted pre app (sic) showing that all the files were submitted.” The document actually confirms that the links in the pre-application are not complete and would not work (see Attachment A-A3). Staff requested that Ms. Kavthekar provide with her appeal any documentation she has in the form of an email or copy of a pre-application where the subject hyperlinks showed successful upload of the missing documents. No such evidence has been provided.

4. “Although all of the links on each Pre-Application worked when Ms. Kavthekar confirmed that they would open, some now fail to connect to the uploaded document. We note that in each case, the broken links are instances where Ms. Kavthekar had identified the document with an unusually long name which took up two lines in the Pre-Application. (Please see Exhibit B). Only the links that are two lines long are inaccessible, and all of the links that are two lines long are inaccessible. All links with names that only require a single line still work. The consistency of this factor over eight submissions leads us to believe that the problem in accessing the uploaded document
occurred not as a result of any impropriety in the uploading of the documents, but instead occurred in the TDHCA’s JotForm system, when the long document name was divided into two lines. This may have been a result of the use of the Safari browser to open the JotForm pre-Application form, since it is known that Safari does not support all types of files or programs. Safari (as opposed to Chrome, Internet Explorer or Mozilla Firefox) is the default browser choice when the applicant is using a mac computer, and was a permitted choice in opening the JotForm. We are not able to test the theory that Safari caused the links to break after submission, or the theory that opening links without pressing "SUBMIT" again breaks the links, because the JotForm software is no longer accessible, having been closed down at the submission deadline.” [NOTE: The next two assertions in the appeal letter regarding software compatibility and the length of document documents names are similar in outcome and are not re-printed.]

The pre-application included no limitations on the number of characters that could be used in the name of a document (which would be used to form the hyperlink). Attachment B is an example from another pre-application with a much longer named document that was not affected when the file name was saved as a hyperlink. As for the possibility that the problem might have been caused by the Applicant’s software, the Applicant alone bears responsibility for the operation of the Applicant’s computer systems. It is noteworthy that all pre-applications submitted by Ms. Kavthekar and only pre-applications submitted by Ms. Kavthekar were affected by this issue.

5. “The directions do not advise that every time a Pre-Application is accessed, the "SUBMIT" button must be pressed, whether or not any edits were made during the session. The fact that Ms. Kavthekar did not re-submit any of the eight submissions suggests that perhaps this was the critical factor which caused all eight submissions to be broken.”

Staff has not advised this because this is not a requirement. According to staff’s testing, when a submitted pre-application was accessed and the “SUBMIT” button was not pressed, no “EDIT” email was received and no change was recorded in the pre-application file residing on JotForm.

6. “We believe that the process set forth in the 2018 Multifamily Programs Applications Procedures Manual did not require re-opening to edit an uploaded document. ...As previously indicated, Page 10 of the Manual required that the applicant use the Back button to review the entire pre-application before submission, since once the Back button is used, the pre-application uploads should show up as hyperlinks. They did show up as hyperlinks, and Ms. Kavthekar did make sure that the documents opened and were complete, as required in the Manual.”

The 2018 Multifamily Programs Application Procedures Manual suggests but does not require that Applicants check to ensure that documents were uploaded properly; it is merely suggested as a best practice. Page 10, of the manual includes the direction as stated above, and page 11 of the manual goes on to state:
Once the Applicant is satisfied with the pre-application, read the final certification, complete the “Captcha” and hit the **Submit Pre-application** button.

The browser will display a submission confirmation page. The Applicant will also receive an email confirmation which will detail the information submitted, including hyperlinks to the files attached by the Applicant. In the event that an error is identified after submission (including a file that cannot be opened from the hyperlinks), the Applicant should use the **Edit Submission** link in the confirmation email to go back to the pre-application and make the necessary corrections (the link in the initiation email will no longer work) prior to the submission deadline.

I have concluded that the directions provided by staff in the manual were sufficient to have prevented this issue. Further, attached as Exhibit C are .pdf versions of the last pages of each of the pre-applications addressed in this appeal. On each page, just above the “SUBMIT” button, is a final conspicuous notice encouraging the applicant to go to the submitted pre-application and test those hyperlinks. I find that the Applicant has not provided sufficient evidence that the Applicant ensured that all required documents were successfully uploaded and submitted with the pre-application.

I do not find that the points raised in your appeal clearly demonstrate that the pre-applications should not have been terminated, and accordingly I must deny the appeal. If you are not satisfied with this decision, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §10.902 of the 2018 Uniform Multifamily Rules for full instruction on the appeals process. Should you have any further documentation to provide for an appeal to be presented at the February 22, 2018 meeting of the Governing Board, please submit those to Sharon Gamble, Competitive Tax Credit Program Administrator, at sharon.gamble@tdhca.state.tx.us by 12:00 p.m., Austin local time, on February 16, 2018.

If you have any questions or concerns, please contact me at 512-475-3296 or by email at tim.irvine@tdhca.state.tx.us.

Sincerely,

[Signature]

Timothy K. Irvine
Executive Director

TKI
Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4) (B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.

- Site Control Documentation
  - Rutherford Park
  - Rutherford Park-List of Amenities under Opportunity Index.pdf

- Census Tract Map
  - Rutherford Park OT Map

- Amenities List
  - Rutherford Park-List of Amenities under Opportunity Index.pdf


Notice hyperlink address.
The webpage cannot be found

Most likely causes:
- There might be a typing error in the address.
- If you clicked on a link, it may be out of date.

What you can try:
- Retype the address.
- Go back to the previous page.
- Go to: and look for the information you want.
- More information

Address does not work.
<table>
<thead>
<tr>
<th>Local Government Support §11.9(d)(1)</th>
<th>17 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantifiable Community Participation §11.9(d)(4)</td>
<td>4 points</td>
</tr>
<tr>
<td>Support from State Representative §11.9(d)(5)</td>
<td>Yes</td>
</tr>
<tr>
<td>Input from Community Organizations §11.9(d)(6)</td>
<td>4 points</td>
</tr>
<tr>
<td>Concerted Revitalization Plan §11.9(d)(7)</td>
<td>7 points</td>
</tr>
<tr>
<td>Is application eligible to score at least 4 points under Opportunity Index, §11.9(c)(4)(B) (whether points are elected or not)? If yes, attach list that includes the name and address of physical amenities claimed.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Site Control Documentation**
- FIRST AMENDMENT TO CONTRACT OF SALE- Shiloh 010418 HUD.pdf
- Shiloh Assignment of Contract 010518 Executed.pdf
- Shiloh SHG Contract of Sale 101017 Executed & Receipted.pdf

**Census Tract Map**
- CT 48113018900 Site Identified.pdf
- CT 48113018900 from American FF.pdf

**Amenities List**
- Evergreen Garland Amenities.pdf
18151 Rutherford Park

**Site Control Documentation**

By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §10.204(f) of the Uniform Multifamily Rules.

**Census Tract Map**

If a discrepancy exists between the census tract map and the number entered on the Development Information page, staff will use the census tract listed on the map.

**Amenities List**

**Undesirable Neighborhood Characteristics Disclosure**

**Other Pertinent Information**

**WAIT! Are you ready to submit?**

DO THIS! Save your form by hitting the Back button, then hit the Next button to come back. The titles of your attachments should show up as hyperlinks. The document is now saved. After the document is submitted, you should come back to your uploads, click each link and inspect documents to ensure that you uploaded a correct and complete document. If the link does not work, or if the upload is not complete, delete the document and retry (i.e., if the last page is missing do not upload this page as a single file, reload the entire document).

If you are ready to submit the Pre-Application, please continue. If you are not ready to submit, save the form and use the help instructions link included in your initial confirmation email to...
Applicant to file a pre-application and full application documents by means of electronic transmission for the duration of this Agreement and as specified by Department Procedure. By submitting this pre-application the Applicant affirms that the electronic submission of application documents will be in a manner prescribed by the Department.

Site Control Documentation

- Upload a File
- Up to three documents can be attached
- 2010 Census
- Fully executed and notarized Earned Money Contract

By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §19.204 of the Uniform Multifamily Rules.

Census Tract Map

- Upload a File
- Up to three documents can be attached
- Monroe Census Census tract map 423711010001.pdf

If a discrepancy exists between the census tract map and the number entered on the Development Information page, staff will use the census tract listed on the map.

Amenities List

- Upload a File
- Up to three documents can be attached
- Monroe Census, List of Amenities under Opportunity Indec

Undesirable Neighborhood Characteristics Disclosure

- Upload a File
- Up to three documents can be attached

Other Pertinent Information

- Upload a File
- Use this space to upload up to five additional documents (additional Census Tract Title Control documents, Staff Determination Narrative, etc.).

WAIT! Are you ready to submit?

DO THIS! Save your form by hitting the Back button, then hit the Next button to come back. The titles of your attachments should show up as hyperlinks. The document is now saved. After the document is submitted, you should come back to your uploads, click each link and inspect documents to ensure that you uploaded a correct and complete document. If the link does not work, or if the upload is not complete, delete the document and retry (i.e., if the last page is missing do not upload the page as a single file, reload the entire document).
18164 Lafayette Park Apartments

Applicant to pre-application and full application documents by means of electronic transmission for the duration of this Agreement and as specified by Department procedures. By submitting this pre-application the Applicant affirms that the electronic submission of application documents will be in a manner prescribed by the Department.

Site Control Documentation

- Upload a File
  - Up to three documents can be attached
  - Lafayette Parks
  - Accepted Counts.pdf

By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §10.224(10) of the Uniform Multifamily Rules.

Census Tract Map

- Upload a File
  - Up to three documents can be attached
  - Lafayette Parks.375012x810x810.pdf

If a discrepancy exists between the census tract map and the number entered on the Development Information page, staff will use the census tract listed on the map.

Amenities List

- Upload a File
  - Up to three documents can be attached
  - Lafayette Parks List of Amenities and Opportunities.pdf

Undesirable Neighborhood Characteristics Disclosure

- Upload a File
  - Up to three documents can be attached

Other Pertinent Information

- Upload a File
  - Use this space to upload up to five additional documents (additional Census Tract Site, Control documents, Staff Determinations, Narrative, etc.)

WAIT! Are you ready to submit?

DO THIS: Save your form by hitting the Back button, then hit the Next button to come back. The titles of your attachments should show up as hyperlinks. The document is now saved. After the document is submitted, you should come back to your uploads, click each link and inspect documents to ensure that you uploaded a correct and complete document. If the link does not work, or if the upload is not complete, delete the document and retry (i.e., if the last page is missing do not upload the page as a single file, reload the entire document).
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application.pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf