2018 Multifamily Uniform Application

NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
APPLICATION: MONROE CROSSING, LP

TDHCA # 18161

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: Monroe Crossing

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.

Monroe Crossing, LP

Applicant Entity Name

By: ____________________________
Signature of Authorized Representative
William D. Henson

Printed Name
Manager of Monroe Crossing GP, LLC, the GP

Title
2/23/18

Date

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

(Personalized Seal)

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

Notary Public, State of
TEXAS
County of
HARRIS
My Commission Expires:
11/10/19
Date
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

TAB 1(b)

Meeting Selection (4% only)

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>
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<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
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<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
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<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
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<td>June 28, 2018</td>
<td>April 13, 2018</td>
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<td>July 12, 2018</td>
<td>April 27, 2018</td>
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<td>September 6, 2018</td>
<td>June 22, 2018</td>
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<tr>
<td>October 11, 2018</td>
<td>July 27, 2018</td>
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<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.
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

TAB 2

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

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

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

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

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

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

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

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant 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)**

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

- [ ] The Development Owner certifies that the Development is **located in an area with the following undesirable neighborhood characteristic(s) and the Undesirable Neighborhood Characteristics Report is submitted with the Application** (select all that apply):
  
  - [ ] in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);
  
  - [ ] in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
is located within 1,000 feet of a blighted or abandoned area as further described in §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

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

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

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

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

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

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

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

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

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

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

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

By:

William D. Henson

Printed Name
Manager of Monroe Crossing GP, LLC, the GP of Monroe Crossing, LP

Title

02/24/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared William D. Henson, 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 24th day of February, 2018.
APPLICANT: MONROE CROSSING, LP
TDHCA # 18161

TAB 3

Applicant Eligibility Certification:

1. Monroe Crossing, LP (Applicant)
2. Monroe Crossing GP, LLC (General Partner of the Applicant)
3. Dwayne Henson Investments, Inc. (member of GP & Developer entity)
   - Cheryl L. Henson
   - William D. Henson
   - Laura Henson
   - Pamela G. Henson
4. William D. Henson (limited partner)
5. Resolution Real Estate Services, LLC (member of GP & Developer entity)
   - Cynthia Ford
   - J. Steve Ford
6. Vin Capital Resources, LLC (member of GP & Developer entity)
   - Carrie Ford Compton
7. JFB Properties, LLC (member of GP & Developer entity)
   - Jeremy Bartholomew
8. Berilyum Services, LLC (member of GP & Developer entity)
   - John S. Ford
9. Bellbeacon, LLC (member of GP & Developer entity)
   - Jill Ford Wright
10. Brian Downey Investments, LLC
    - Brian Downey
11. William D. Henson (Guarantor)
12. J. Steve Ford (Guarantor)
13. Monroe Crossing 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.
By: William D. Henson

Signature of Authorized Representative

William D. Henson

Printed Name

Manager of Monroe Crossing GP, LLC, the GP of Monroe Crossing, LP

Title

02/23/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared William D. Henson, 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 KAVSHUKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification
Monroe Crossing GP, LLC

By: William D. Henson

Signature of Authorized Representative

William D. Henson
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 William D. Henson, 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

Dwayne Henson Investments, Inc.

By: William D. Henson

Signature of Authorized Representative

William D. Henson

Printed Name

Vice President/Shareholder

Title

02/23/2018

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared William D. Henson, 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 KAVITHKAR
Notary Public, State of Texas
My Commission Expires
November 10, 2019

Notary Public Signature

Page 6 of 6
THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Cheryl L. Henson, 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
THE STATE OF TEXAS

COUNTY OF HARRIS

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

Dwayne Henson Investments, Inc.

By: ___________________________

Signature of Authorized Representative

Pamela G. Henson

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 Pamela G. Henson, 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
By:  

Signature of Authorized Representative

William D. Henson

Printed Name

Limited Partner

Title

02/23/2018

Date

THE STATE OF TEXAS  §

COUNTY OF HARRIS  §

Before me, a notary public, on this day personally appeared William D. Henson, 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)

Julie Romanik
Notary Public Signature

Page 6 of 6
2018 Applicant Eligibility Certification
Resolution Real Estate Services, LLC

By: [Signature of Authorized Representative]

J. Steve Ford
Printed Name

Manager
Title

2/24/18
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 26th day of February, 2018

(Seal)

LILY KAVITHEKAR
Notary Public, State of Texas
My Commission Expires November 19, 2019

Notary Public Signature
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 28th day of February, 2018

[Seal]

LILY KANTHEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019
2018 Applicant Eligibility Certification
Via Capital Resources, LLC

By: [Signature]

Signature of Authorized Representative

Carrie Ford Compton

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 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

Page 6 of 6
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 ____________________________ 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 KAVTNEKAR
Notary Public, State of Texas
My Commission Expires November 10, 2019

Notary Public Signature
2018 Applicant Eligibility Certification
Beryllium Services, LLC

By: __________________________________________________________________________
Signature of Authorized Representative

John S. 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
__________________________________________________________________________, 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]

Signature of Authorized Representative

Jill Ford Wright

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 ________ Jill Ford Wright ________, 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

Brian Downey Investments, LLC

By: [Signature]

Signature of Authorized Representative

Brian Downey

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

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

William D. Henson

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 William D. Henson, 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 William D. Henson, 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
APPLICANT: MONROE CROSSING, LP
TDHCA # 18161

TAB 4

Multifamily Direct Loan Certification

Not Applicable
Multifamily Direct Loan Certification

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

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

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

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> William D. Henson</td>
<td><strong>Phone:</strong> (713) 334-5808</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:wd_henson@hotmail.com">wd_henson@hotmail.com</a></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 2121 Kirby Drive, Unit 68</td>
<td><strong>Extension</strong></td>
</tr>
<tr>
<td><strong>Street:</strong> 2121 Kirby Drive</td>
<td><strong>City:</strong> Cypress</td>
</tr>
<tr>
<td><strong>City:</strong> Houston</td>
<td><strong>State:</strong> Texas</td>
</tr>
<tr>
<td><strong>State:</strong> Texas</td>
<td><strong>Zip:</strong> 77019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Jeremy Bartholomew</td>
<td><strong>Phone:</strong> (713) 334-5514</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jeremy@enco.re">jeremy@enco.re</a></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 13930 Carrington Lane</td>
<td><strong>Extension</strong></td>
</tr>
<tr>
<td><strong>Street:</strong> 13930 Carrington Lane</td>
<td><strong>City:</strong> Cypress</td>
</tr>
<tr>
<td><strong>City:</strong> Cypress</td>
<td><strong>State:</strong> Texas</td>
</tr>
<tr>
<td><strong>State:</strong> Texas</td>
<td><strong>Zip:</strong> 77429</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Lily Kavthekar</td>
<td><strong>Phone:</strong> (713) 334-5514</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lily@lbkltd.net">lily@lbkltd.net</a></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 13930 Carrington Lane</td>
<td><strong>Extension</strong></td>
</tr>
<tr>
<td><strong>Street:</strong> 13930 Carrington Lane</td>
<td><strong>City:</strong> Cypress</td>
</tr>
<tr>
<td><strong>City:</strong> Cypress</td>
<td><strong>State:</strong> Texas</td>
</tr>
<tr>
<td><strong>State:</strong> Texas</td>
<td><strong>Zip:</strong> 77429</td>
</tr>
</tbody>
</table>
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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>
<td></td>
</tr>
</tbody>
</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
If revised form submitted, date of submission: ____________________

**Site Information Form Part I**

### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northeast corner of Fuqua St and Monroe Blvd (Appr. 8500 block of Fuqua St)</td>
<td>Houston</td>
</tr>
<tr>
<td>6</td>
<td>77075</td>
</tr>
<tr>
<td>Harris</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>Urban</td>
</tr>
<tr>
<td>6</td>
<td>77075</td>
</tr>
<tr>
<td>Region</td>
<td>Zip</td>
</tr>
<tr>
<td>6</td>
<td>77075</td>
</tr>
<tr>
<td>County</td>
<td>Rural/Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number (11 digits)</th>
<th>QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48201333901</td>
<td>No</td>
<td>65581.00</td>
<td>2q</td>
<td>10.2</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating? (All Programs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Welsh Bush ES</td>
<td>k through X</td>
<td>2015: Yes 2016: Yes 2017: Yes</td>
</tr>
<tr>
<td>Morris MS</td>
<td>5 through X</td>
<td>2015: Yes 2016: Yes 2017: Yes</td>
</tr>
<tr>
<td>Beverly Hills IS</td>
<td>7 through X</td>
<td>2015: Yes 2016: Yes 2017: Yes</td>
</tr>
<tr>
<td>Dobie HS</td>
<td>9 through X</td>
<td>2015: Yes 2016: Yes 2017: 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: MONROE CROSSING, LP

TDHCA # 18161

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

- [X] Street Map with Site Drawn and Identified
- [X] Census Tract Map with Development Site Identified
- [n/a] Twice the State Average of Units Per Capita Resolution
- [n/a] One Mile Three Year Resolution or evidence of other exception
- [n/a] Housing Tax Credit Units per Total Household Resolution
- [X] Evidence of Zoning and/or Evidence of Re-Zoning Process
- [X] Evidence of Flood Zone Designation

- [X] School Attendance Zone Map with Development labeled;
- [X] 2017 TEA accountability information for each school; and

- 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

- Educational Quality (all Applications)
  - 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.
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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
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.
Evidence of Flood Zone Designation
Tab 8 (Continued)

School Attendance Zone Map and School Rating

- Laura Welch Bush Elementary
- Morris Middle School
- Beverly Hills Intermediary School
  Dobie High School
Accountability Rating

**Met Standard**

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

In 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) - 80
- Index 2: Student Progress (Target Score=32) - 47
- Index 3: Closing Performance Gaps (Target Score=28) - 50
- Index 4: Postsecondary Readiness (Target Score=12) - 44

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>605</td>
<td>758</td>
<td>80</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>473</td>
<td>1,000</td>
<td>47</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>799</td>
<td>1,600</td>
<td>50</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>44.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td>44</td>
</tr>
</tbody>
</table>

Distinction Designation

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

Campus Demographics

- Campus Type: Elementary
- Campus Size: 730 Students
- Grade Span: KG - 04
- Percent Economically Disadvantaged: 61.1
- Percent English Language Learners: 37.9
- Mobility Rate: 9.3
- Percent Served by Special Education: 7.7
- Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>16 out of 18 = 89%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>30 out of 32 = 94%</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
TEXAS EDUCATION AGENCY
2017 Accountability Summary
MORRIS MIDDLE (101917135) - PASADENA ISD

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1
Student Achievement (Target Score=60)
Points Earned: 1,707
Maximum Points: 2,246
Index Score: 76

Index 2
Student Progress (Target Score=30)
Points Earned: 473
Maximum Points: 1,400
Index Score: 34

Index 3
Closing Performance Gaps (Target Score=26)
Points Earned: 710
Maximum Points: 1,800
Index Score: 39

Index 4
Postsecondary Readiness (Target Score=13)
Points Earned: 36

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,707</td>
<td>2,246</td>
<td>76</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>473</td>
<td>1,400</td>
<td>34</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>710</td>
<td>1,800</td>
<td>39</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>36.0</td>
<td>N/A</td>
<td>36</td>
</tr>
</tbody>
</table>

Distinction Designation

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

Campus Demographics

Campus Type: Middle School
Campus Size: 940 Students
Grade Span: 05 - 06
Percent Economically Disadvantaged: 70.4
Percent English Language Learners: 15.1
Mobility Rate: 8.9
Percent Served by Special Education: 9.6
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>20 out of 24 = 83%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>16 out of 16 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>36 out of 40 = 90%</td>
<td></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
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)

Index 2
Student Progress
(Target Score=30)

Index 3
Closing Performance Gaps
(Target Score=26)

Index 4
Postsecondary Readiness
(Target Score=13)

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,709</td>
<td>3,557</td>
<td>76</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>647</td>
<td>1,400</td>
<td>46</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,217</td>
<td>3,000</td>
<td>41</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>51.0</td>
<td>N/A</td>
<td>51</td>
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</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>28 out of 37 = 76%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>16 out of 16 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>44 out of 53 = 83%</td>
<td></td>
</tr>
</tbody>
</table>

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

TEA | Academics | Performance Reporting
Page 1
DOBIE H S (101917004) - PASADENA ISD

**Accountability Rating**

**Met Standard**

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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

**Performance Index Report**

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>4,510</td>
<td>6,098</td>
<td>74</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>352</td>
<td>1,400</td>
<td>25</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,097</td>
<td>2,400</td>
<td>46</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>15.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>21.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>16.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Distinction Designation**

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

**Campus Demographics**

<table>
<thead>
<tr>
<th>Campus Type</th>
<th>High School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Span</td>
<td>09 - 12</td>
</tr>
<tr>
<td>Campus Size</td>
<td>4,229 Students</td>
</tr>
<tr>
<td>Percent Economically Disadvantaged</td>
<td>57.9</td>
</tr>
<tr>
<td>Percent English Language Learners</td>
<td>6.7</td>
</tr>
<tr>
<td>Mobility Rate</td>
<td>11.3</td>
</tr>
<tr>
<td>Percent Served by Special Education</td>
<td>7.4</td>
</tr>
<tr>
<td>Percent Enrolled in an Early College High School Program</td>
<td>0.0</td>
</tr>
</tbody>
</table>

**System Safeguards**

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

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
Tab 9

Site Information Form Part II
Site Information Form Part II

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

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

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

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

- 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 the median poverty rate for the region, whichever is higher.

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

- 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.

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

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

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

- 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.

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

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

- 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.

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

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

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

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

- Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Yes **Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report**;
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

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

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

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

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

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

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

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

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

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

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

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

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

### 6. §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 preceding 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.
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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Opportunity Index (Competitive HTC and Direct Loan Only)</strong></td>
<td></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td>X</td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
<td></td>
</tr>
<tr>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
<td></td>
</tr>
<tr>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
<td>X</td>
</tr>
<tr>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
<td>X</td>
</tr>
<tr>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</td>
<td>X</td>
</tr>
<tr>
<td>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</td>
<td>X</td>
</tr>
<tr>
<td><a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a></td>
<td></td>
</tr>
<tr>
<td>Print-out from THECB website confirming accreditation of university or community college</td>
<td>X</td>
</tr>
<tr>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
<td></td>
</tr>
<tr>
<td>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
<td>X</td>
</tr>
<tr>
<td>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</td>
<td>X</td>
</tr>
<tr>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
<td>n/a</td>
</tr>
<tr>
<td>For Colonia:</td>
<td></td>
</tr>
<tr>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
<td>n/a</td>
</tr>
<tr>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
<td></td>
</tr>
<tr>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
<td>n/a</td>
</tr>
<tr>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border</td>
<td>n/a</td>
</tr>
<tr>
<td>For Economically Distressed Areas:</td>
<td>n/a</td>
</tr>
<tr>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
<td>n/a</td>
</tr>
<tr>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
<td></td>
</tr>
<tr>
<td>For other items:</td>
<td>X</td>
</tr>
<tr>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.</td>
<td></td>
</tr>
<tr>
<td>The Site Demographic Characteristics Report is posted on the Department’s website at <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
<td></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td>X</td>
</tr>
<tr>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
<td></td>
</tr>
<tr>
<td>Map with all contiguous census tracts, if applicable</td>
<td></td>
</tr>
<tr>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
<td>n/a</td>
</tr>
<tr>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

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

For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Rural:
- Current rent roll
- Evidence Development constructed 25 or more years prior to application (1992 or earlier)
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG
- Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.
- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.

For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

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

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

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

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

- Loan or equity commitments with evidence of completed due diligence
- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
- Documentation from lender of the lenders' critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.
- Evidence from lender that the lenders' third party reports have been ordered

See attached Citi Bank Proposed Financing Schedule
- Signed architect contract
  See attached

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

- Permit-ready architectural plans
  Submitted to FTP server under separate cover

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

- Description from architect of record of current stage of architectural plans
  See attached architect statement

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

- Description of timing for property acquisition
  See attached description of timing for property acquisition

- Description of timing for construction permits
  See attached critical path schedule from architect of record

- Evidence of selection of construction contractor
  See attached Construction Contract

- Description of timing for execution of construction contracts
  See attached construction contract time line

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

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

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

- Project execution plan

- Other (describe):  
  See attached critical path schedule from architect of record
Other (describe): 

Other (describe): 

Other (describe): 

Other (describe): 

Other (describe): 

Other (describe): 

Other (describe): 

Other (describe): 

Other (describe):
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 10 (Continued)

• Census Tract Map
Opportunity Index Map of Community assets with Development, radius, and each asset labeled
AMENITIES MAP 1, 2, 3 & 5 MILES
Supporting Documentation for Site Information Form Part II:

- Print-out from DFPS website confirming daycare licensed to serve relevant age group: Kid-N-Play; and Firefly Dual Academy
  - Crime rate information from Neighborhood Scout
- Evidence of outdoor permanent recreation facility – El Franco Lee Park and Jones (Walter Park)
- Evidence of regular and recurring services provided by civic organization – Gulf Meadows Church and Cambodian Baptist Church
  - Evidence of pharmacy within 1 mile: CV Pharmacy
  - Evidence of grocery store within 1 mile – Target Store
- Evidence of Census tract with ≥27% associate degrees adult age ≥25
- Current service of Meals on Wheels of Greater Houston in the area
- Evidence of indoor permanent recreation facility – Studio Movie Grill
  - Evidence of health-related facility - Urgent Clinic Medical Care
- Print out from THECB website confirming accreditation of university- University of Houston Clear Lake
## Operation Details

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

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>1648204</th>
</tr>
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<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Kid-N-Play Daycare and Learning Center</td>
</tr>
<tr>
<td>Location Address:</td>
<td>10560 FUQUA ST HOUSTON, TX 77089</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>10560 FUQUA ST HOUSTON, TX 77089</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>832-672-4784</td>
</tr>
<tr>
<td>County:</td>
<td>HARRIS</td>
</tr>
<tr>
<td>Website Address:</td>
<td><a href="http://www.kidnplaydaycare.com">www.kidnplaydaycare.com</a></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:admin@kidnplaydaycare.com">admin@kidnplaydaycare.com</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Guadalupe Flores</td>
</tr>
<tr>
<td>Second Director Name:</td>
<td>Monica Cortez</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
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<tr>
<td>Issuance Date:</td>
<td>11/13/2017</td>
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<td>Conditions on Permit:</td>
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<td>Accepts Child-Care Subsidies:</td>
<td>Yes</td>
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<tr>
<td>Hours of Operation:</td>
<td>06:00 AM-06:30 PM</td>
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<td>Days of Operation:</td>
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<td>Total Capacity:</td>
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<td>Licensed to Serve Ages:</td>
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<td>Number Of Admin Penalties:</td>
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<tr>
<td>Corrective Action:</td>
<td>No</td>
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<tr>
<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
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</table>
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:

  6 - Inspections
  0 - Assessments
  0 - Self Reported Incidents
  0 - 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, 2308 standards were evaluated for compliance at this operation.

- Of the standards evaluated 12 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
  7 were weighted as Medium - High
  2 were weighted as Medium
  0 were weighted as Medium - Low
  2 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...
Child Care Search Result Details

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

Operation Number: 1620245
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Firefly Dual Language Academy, LLC
Location Address: 8510 ALMEDA GENOA RD STE 404
HOUSTON, TX 77075
Mailing Address: 8510 ALMEDA GENOA RD
HOUSTON, TX 77075
Phone Number: 713-987-1005
County: HARRIS
Website Address:
Email Address:
Administrator/Director Name: Alma Adame
Type of Issuance: Full Permit
Issuance Date: 10/10/2016
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:30 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 110
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

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

In the last two years, Licensing conducted the following:

- 7 - Inspections
- 0 - Assessments
- 0 - Self Reported Incidents
- 0 - 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, 3502 standards were evaluated for compliance at this operation.

- Of the standards evaluated 12 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:

- 2 were weighted as High
- 6 were weighted as Medium - High
- 4 were weighted as Medium
- 0 were weighted as Medium - Low
- 0 were weighted as Low

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

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

Crime rate information for census tract from Neighborhood Scout
THE 8549 FUQUA ST NEIGHBORHOOD CRIME

**TOTAL CRIME INDEX**

46

(100 is safest)

Safer than 46% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

<table>
<thead>
<tr>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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<tr>
<td>30</td>
<td>159</td>
<td>189</td>
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</table>

Crime Rate
(per 1,000 residents)

<table>
<thead>
<tr>
<th>VIOLENT CRIME INDEX</th>
<th>VIOLENT CRIME INDEX BY TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>MURDER INDEX</td>
</tr>
<tr>
<td></td>
<td>50</td>
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</tbody>
</table>

(100 is safest)

Safer than 33% of U.S. neighborhoods.

**VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)**

- This Neighborhood: 4.25
- Houston: 9.69
- Texas: 4.12

National Median: 2.3

**MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME**

1 IN 235

in this neighborhood

1 IN 103

in Houston

1 IN 243

in Texas
HOUSTON VIOLENT CRIMES

POPULATION: 2,290,530

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>305</td>
<td>999</td>
<td>10,324</td>
<td>10,556</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.13</td>
<td>0.44</td>
<td>4.51</td>
<td>4.61</td>
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UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

<table>
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<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
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</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>15,696</td>
<td>124,047</td>
<td>327,374</td>
<td>764,449</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.05</td>
<td>0.39</td>
<td>1.02</td>
<td>2.38</td>
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PROPERTY CRIME INDEX

48

(100 is safest)

Safer than 48% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

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<tr>
<th>BURGLARY INDEX</th>
<th>THEFT INDEX</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td>44</td>
<td>81</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

1 IN 44

in this Neighborhood

1 IN 22

in Houston

1 IN 35

in Texas

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME
APPLICANT: MONROE CROSSING, LP
TDHCA # 18161

Tab 10 (opportunity index amenity evidence)

Print out from THECB website confirming accreditation of university
### Public Universities

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans President</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley President</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University FM 1098 &amp; University Drive Prairie View, TX 77446</td>
<td>Ruth J. SimmonsInterim President</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University 1936 North Street Nacogdoches, TX 75962</td>
<td>Baker PattilloPresident</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University East Highway 90 Alpine, TX 78832</td>
<td>William (Bill) Kibler President</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande College Route 3, Box 1200 Eagle Pass, TX 78852</td>
<td>William (Bill) KiblerPresident</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Tarleton State University 1333 West Washington Stephenville, TX 76937</td>
<td>F. Dominic DottavioPresident</td>
<td>(254) 988-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University 5201 University Boulevard Laredo, TX 78041</td>
<td>Pablo ArenazPresident</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Texas A&amp;M University 1265 TAMU College Station, TX 77843-1265</td>
<td>Michael K. YoungPresident</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston Seawolf Parkway Galveston, TX 77553</td>
<td>Robert Smith III President</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System Moore Connally Bldg 301 Tarrrow College Station, TX 77840-7896</td>
<td>John SharpChancellor</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas 1001 Leadership Place Killeen, TX 78549</td>
<td>Marc NiglazzioPresident</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce 1700 Hwy 24 Commerce, TX 75429</td>
<td>Ray M. Keck III President</td>
<td>(903) 886-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi 6300 Ocean Dr Corpus Christi, TX 78412</td>
<td>Kelly M. QuintanillaInterim President</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville 700 University Boulevard Kingsville, TX 78363</td>
<td>Steven H. TallantPresident</td>
<td>(361) 593-3207</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio One University Way San Antonio, TX 78224</td>
<td>Cynthia Teniente-MatsonPresident</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-Texarkana 7101 University Avenue Texarkana, TX 75503</td>
<td>Emily F. CutrerPresident</td>
<td>(903) 223-3000</td>
</tr>
<tr>
<td>Texas Southern University 3100 Cleburne Avenue Houston, TX 77004</td>
<td>Austin A. LanePresident</td>
<td>(713) 313-7011</td>
</tr>
<tr>
<td>Texas State University 601 University Drive San Marcos, TX 78666</td>
<td>Denise TrauthPresident</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas State University System 200 East 10th Street</td>
<td>Brian McCall</td>
<td></td>
</tr>
<tr>
<td>Institution</td>
<td>Address</td>
<td>Contact Person</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>----------------------------------------------</td>
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<tr>
<td>Texas Tech University</td>
<td>2500 Broadway, Lubbock, TX 79409</td>
<td>Lawrence Schovanec</td>
</tr>
<tr>
<td>Texas Tech University System</td>
<td>P.O. Box 42013, Lubbock, TX 79409</td>
<td>Robert L. Duncan</td>
</tr>
<tr>
<td>Texas Woman's University</td>
<td>304 Administration Drive, Denton, TX 76204-5569</td>
<td>Carine M. Feyten</td>
</tr>
<tr>
<td>The University of Texas at Arlington</td>
<td>701 S. Nedderman Drive-Arlington, TX 76019</td>
<td>Vistasp M. Karbhari</td>
</tr>
<tr>
<td>The University of Texas at Austin</td>
<td>University Station, Austin, TX 78712</td>
<td>Gregory L. Fenves</td>
</tr>
<tr>
<td>The University of Texas at Dallas</td>
<td>800 West Campbell Road, Richardson, TX 75080-3021</td>
<td>Richard C. Benson</td>
</tr>
<tr>
<td>The University of Texas at El Paso</td>
<td>500 West University Avenue, El Paso, TX 79968</td>
<td>Diana Natalicio</td>
</tr>
<tr>
<td>The University of Texas at San Antonio</td>
<td>One UTSA Circle, San Antonio, TX 78249-0601</td>
<td>Taylor Eighmy</td>
</tr>
<tr>
<td>The University of Texas at Tyler</td>
<td>3900 University Boulevard, Tyler, TX 75799</td>
<td>Michael V. Tidwell</td>
</tr>
<tr>
<td>The University of Texas of the Permian Basin</td>
<td>4901 East University, Odessa, TX 79712</td>
<td>Sandra K. Woodley</td>
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<tr>
<td>The University of Texas Rio Grande Valley</td>
<td>1201 West University Drive, Edinburg, TX 78541</td>
<td>Guy Bailey</td>
</tr>
<tr>
<td>The University of Texas System</td>
<td>601 Colorado, Austin, TX 78701-2982</td>
<td>William H. McRaven</td>
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<tr>
<td>University of Houston</td>
<td>4800 Calhoun Road, Houston, TX 77204</td>
<td>Renu Khator</td>
</tr>
<tr>
<td>University of Houston System</td>
<td>3100 Cullen Boulevard, Suite 205, Houston, TX 77204-6001</td>
<td>Renu Khator</td>
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<tr>
<td>University of Houston-Clear Lake</td>
<td>2700 Bay Area Boulevard, Houston, TX 77058-1098</td>
<td>Ira K. Blake</td>
</tr>
<tr>
<td>University of Houston-Downtown</td>
<td>One Main Street, Houston, TX 77002</td>
<td>Juan Sánchez Muñoz</td>
</tr>
<tr>
<td>University of Houston-Victoria</td>
<td>3007 N. Ben Wilson, Victoria, TX 77901-5731</td>
<td>Vic Morgan</td>
</tr>
<tr>
<td>University of North Texas</td>
<td>1155 Union Circle #311277, Denton, TX 76203</td>
<td>Neal J. Smatresk</td>
</tr>
<tr>
<td>University of North Texas at Dallas</td>
<td>7300 University Hills Boulevard, Dallas, TX 75241</td>
<td>Robert Mong</td>
</tr>
<tr>
<td>University of North Texas System</td>
<td>1901 Main Street, Dallas, TX 75201</td>
<td>Lesa Roe</td>
</tr>
<tr>
<td>UNT Dallas College of Law</td>
<td>1901 Main Street, Dallas, TX 75001</td>
<td>Royal Furgeson</td>
</tr>
<tr>
<td>West Texas A&amp;M University</td>
<td>2501 4th Avenue, Canyon, TX 79016</td>
<td>Walter Wendtler</td>
</tr>
</tbody>
</table>
Tab 10 (opportunity index amenity evidence)

Evidence of outdoor, & permanent recreation facility:

El Franco Lee Park
Jones (Walter) Park
El Franco Lee Park

Park Description

In support of Commissioner Lee’s program to revitalize and enhance several park facilities within the South Belt, in 1990 communities in the area asked and received approval to have the Hall Road Park officially named El Franco Lee Park in honor of, and on behalf of his work and commitment to maintain and enhance the area’s green space and park facilities.
These areas are open to users for exercise of First Amendment rights during park hours. Users must register with HPARD Permits Office in order to reserve the area in advance. Although not a requirement of the area's use, it is recommended that all users register to avoid conflicts.

The area inside of the red square only is considered the First Amendment Expression Area. This is a 10ft x 10ft square located at Latitude: 29°36'24.56"N Longitude: 95°16'37.52"W
<table>
<thead>
<tr>
<th>FACILITY NAME</th>
<th>STREET</th>
<th>ADDRESS</th>
<th>KEY MAP</th>
<th>ZIP CODE</th>
<th>TOTAL ACRES</th>
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<td>7551</td>
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<td>Ennis/N MacGregor Way</td>
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<td>Beverly Hills Park</td>
<td>10201</td>
<td>Kingspoint</td>
<td>576S</td>
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<td>21.67</td>
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<td>Fuqua</td>
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</table>
Tab 10 (opportunity index amenity evidence)

Evidence of regular and recurring services provided by:

Gulf Meadows Church (civic club)
Cambodian Baptist Church (civic club)
Harvey Distribution Order Form

Please fill out before your arrival so we can prepare your

Harvey Distribution Center

PRAYING FOR TEXAS
JOIN US IN PRAYER FOR ALL THOSE AFFECTED BY HURRICANE HARVEY

Harvey Distribution

Order Form
Center
Hours

Monday – Friday
9:00 a.m. – 12:00 p.m.
1:00 p.m. – 4:00 p.m.
5:00 p.m. – 9:00 p.m.

Needs Checklist

Estamos cerrados. Vamos a abrir el centro cuando tengamos mas donaciones. Le queremos dar la bienvenida e invitarlos a nuestro servicio comunitario. Te invitamos a que vengas a darle gracias a Dios por lo que el ha hecho.

Text to Give

Give Online

Call our office

(979) 227-2942

Text to Give is very easy. Simply text the word give to the number above and follow the steps listed on the page.

713 - 991 - 5683

You can also call to speak to our office and give your offering or tithe.
instructiosn to set up your account.

Hurricane Harvey

Houston is currently experiencing one of the worst weather situations in its history. As seen in the news the effects of this hurricane are catastrophic and rebuilding will take some time. Let us help the most vulnerable. Be a part of this effort and give for individuals and families in need. We thank you in advance.

You can partner with Gulf Meadows in 3 ways
Pray
We would like to thank all who have joined us in prayer to support our community in Church. We believe that God will bring healing and total restoration to Houston!

*If you have a specific prayer petition you can call 713 991 5683.*

You can email us at prayer@gulfmeadowschurch.org

Connect to us via social media on Instagram, Twitter, Facebook, send us your prayer request.

Give
You can support us financially and give a donation that will be used to support our community.

Harvey Relief Fund

Volunteer
As soon as the storm is over we will begin to send teams of people who would like to help those who have been effected by Hurricane Harvey. You can volunteer and here

Watch Our Sunday Service

August 27 – English Service

August 27 – Spanish Service
Hurricane Harvey Updates
You need permission

This form can only be viewed by users in the owner's organization.

Try contacting the owner of the form if you think this is a mistake. Learn More.

More Info

Please let us know how we can help you by filling out the form to the left and submitting it to our office.

Address: 8012 Fuqua
Houston, Texas 77075

Phone: 713 – 991 – 5683

Business Hours: 9a-4:30p M-F,
Our Mission

To Grow in Christ...To Make Disciples...To Serve Others

Welcome to Cambodian Baptist Church of Houston!

We are a multi-generation, family-oriented church located in Southeast Houston near Hobby Airport. We meet weekly to study, worship, fellowship and provide encouragement to one another. Our worship service is conducted in both English and Khmer languages in a blending style of worship that includes praise choruses, traditional hymns, and Khmer traditional tunes. We invite you to join us as we seek to Grow in Christ, Make Disciples and Serve Others.

Celebrating God's Goodness

We dedicated our House of Worship on May 3, 2015.

To God be the Glory!
Worship Schedule

10:00am Khmer Worship
11:10am English Worship

Come & Worship with Us!

"Praise God in the Storm"  Music by Casting Crowns.

Harvey 2017
Rosharon
“Little Cambodia”
Farming Community

Tropical Storm Harvey hit this rural farming community hard.

About 95% of the homes got flooded and have to be rebuilt. Many people have nowhere else to go except to stay in their damaged home. The trauma of dealing with this disaster is unbelievable. Even the church and Buddhist temple got water damage. The people need our help to rebuild their community.

Here’s how you can help:
1. Pray for the people as they cope with this life-changing event.
2. Give to help with supplies and materials to help them rebuild.
3. Volunteer to help with recovery and construction work.

Cambodian Baptist Church of Houston is involved in helping serve this community. A tax-deductible donation can be sent to:

CBCH
c/o Rosharon Khmer
8325 Fuqua Street
Houston, TX 77075

For more information, please contact Pastor Panha Mey
210-508-5444 or panha@att.net

PRAY FOR CAMBODIA

Pray For Cambodia
Tab 10 (opportunity index amenity evidence)

Evidence of pharmacy located within a mile:

CVS Pharmacy
8503 S Sam Houston Pkwy E Houston, TX 77075
713-343-8301 (tel:713-343-8301)  Store #17540  Inside Target Store

Pick up scripts with a scan of our app
Check store deals before you come in
Try curbside pickup today

Directions From

Weekly Ad (weeklyad?store=17540)

Pharmacy Hours
M-F 10:00 AM - 7:00 PM  OPEN
Sat 11:00 AM - 5:00 PM
Sun 12:00 PM - 5:00 PM

Store Services
Pharmacy (/pharmacy/##/pharmacy)
Immunizations (/immunizations/get-vaccinated)

SCORE 3X SAVINGS
ExtraCare® members who use our app save 3x more!*  Find out how

Capture memories.
Order photos online for free same-day pickup.  Get started

Set As myCVS
Weekly Ad (weeklyad?store=17540)
Tab 10 (opportunity index amenity evidence)

Evidence of grocery store located within 1 mile:

Target Store
Houston South

store info

search for a different store

store info

8303 S Sam Houston Pkwy E Houston, TX 77075
Mon: 8:00 am - 11:00 pm
Tue: 8:00 am - 11:00 pm
Wed: 8:00 am - 11:00 pm
Thu: 8:00 am - 11:00 pm
Fri: 8:00 am - 11:00 pm
Sat: 8:00 am - 11:00 pm
Sun: 8:00 am - 11:00 pm
(713) 343-8300
weekly ad
map

free order pickup
order online & pick up today, learn more

Groceries & Essentials
Baby
Home Decor
Bedding
Bath
Dining & Entertaining

save at the store
mobile savings, Target style.

check out Cartwheel

fresh grocery

starbucks
✓ target mobile

cafe-pizza
✓ cvs pharmacy

wine & beer available

nearby stores

Pasadena
5757 Fm 1960 Rd E Pasadena, TX 77505
open today: 8:00 am - 11:00 pm
(281) 504-0143
make it my store

Pearland
3045 Silverlake Village St Pearland, TX 77584
open today: 9:00 am - 11:00 pm
(713) 436-4882
make it my store

Baybrook
1501 N Bay Area Blvd Webster, TX 77598
open today: 8:30 am - 11:00 pm
(281) 819-4116
make it my store
Tab 10 (opportunity index amenity evidence)

Evidence of census tract with $\geq 27\%$ associate degrees adults aged $\geq 25$
The educational attainment for the population 25 years and over data is from table S1501 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-niles.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
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<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
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<td>48201333901</td>
<td>Census Tract 3339.01, Harris County, Texas</td>
<td>5056</td>
<td>1501</td>
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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
<table>
<thead>
<tr>
<th>Harris County Zip Code</th>
<th>HOME DELIVERY Contractor Assigned To Zip Code</th>
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<td>77065</td>
<td>Northwest Assistance Ministries</td>
<td>(281) 885-4623</td>
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<tr>
<td>77066</td>
<td>Northwest Assistance Ministries</td>
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<td>77071</td>
<td>E.R. Jewish Community Center</td>
<td>(713) 729-3200</td>
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<td>77072</td>
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<td>(713) 533-4978</td>
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<td>(713) 729-3200</td>
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<td>77075</td>
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<td>(713) 868-9922</td>
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Tab 10 (opportunity index amenity evidence)

Evidence of indoor, & permanent recreation facility:

Studio Movie Grill
AMENITIES

- Lobby Bar
- Reserved Seating
- In-Theater Dining
- Wheelchair Accessibility
- Seat-Side Service
- Closed Captioning
- Digital Cinema Technology

ABOUT PEARLAND

Effective July 21 - Sept 3: Eastbound Sam Houston exit to Pearland Parkway will be closed. Please use Telephone Rd. Opened in 2015, SMG Pearland is located off of Pearland Parkway and Sam Houston Tollway in Pearland, Texas. This location features 12 auditoriums outfitted with custom lounge chairs and recliners, and the latest digital projection. It also features a full-service bar and lounge perfect meeting up before the movie or a nightcap afterwards. Choose from fresh house favorites or heart-healthy choices on our American Grill Menu, and over 60 premium spirits at the bar. Friendly service is available at the push of a button for an unmatched cinema-dining experience.

Enjoy in-theater dining from the company that created it.
Tab 10 (opportunity index amenity evidence)

Evidence of health-related facility:
Urgent Clinic Medical Care
PEARLAND CLINIC

8498 S Sam Houston Pkwy E, Ste 100
Houston, TX  77075

832 - 831 - 3974

Open 8 am - 9pm

Find a Different Location

GET DIRECTIONS  CHECK-IN
Urgent Clinics Medical Care is here to meet your immediate urgent care needs with caring and qualified medical personnel offering prompt evaluation. Our location at Pearland Parkway and Beltway 8 is a convenient alternative to the long waiting time and huge expense of the emergency room.

This clinic is one of the quickest and most professional urgent care facilities in Pearland, TX and is open to care for you and your family whenever the need arises. We also provide physicals, immunizations (including flu shots), and occupational medicine.

Our clinic is easy to find and is located by the intersection of S. Sam Houston Tollway and Pearland Parkway. No appointment necessary and walk-ins are welcome.

This urgent care location serves the communities of Houston, Pearland, South Houston, Pasadena, Friendswood, Webster, Galena Park, Manvel, Deer Park, League City, Alvin, Fresno, Bellaire, Seabrook, La Porte, Kemah, and Missouri City.

Our walk-in clinic and urgent care also serves the following zip codes:

77075, 77089, 77588, 77581, 77061, 77048, 77034, 77587, 77504, 77017, 77584, 77209, 77033, 77087, 77502, 77549, 77546, 77501, 77508, 77047, 77051, 77062, 77505, 77598, 77021, 77012, 77059, 77023, 77506, 77547, 77045, 77503, 77054, 77011, 77578, 77004, 77058, 77030, 77029, 77025, 77003, 77507, 77536, 77010, 77002, 77574, 77006, 77512, 77005, 77573, 77020, 77545, 77202, 77203, 77204, 77206, 77207, 77208, 77210, 77212, 77213, 77215, 77216, 77217, 77218, 77219, 77220, 77221, 77222, 77223, 77224, 77225, 77226, 77227, 77228, 77229, 77230, 77231, 77233, 77234, 77235, 77236, 77237, 77238, 77240, 77241, 77242, 77243, 77244, 77245, 77248, 77249, 77251, 77252, 77253, 77254, 77255, 77256, 77257, 77258, 77259, 77261, 77262, 77263, 77265, 77266, 77267, 77268, 77269, 77270, 77271, 77272, 77273, 77274, 77275, 77277, 77279, 77280, 77282, 77284, 77287, 77288, 77289, 77290, 77291, 77292, 77293, 77297, 77299, 77052, 77001,
Tab 10 - Evidence of Underserved Area

Census tract map showing no other tax credit project in the same census tract
No existing HTC in CT

Monroe Crossing

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

The Address "8600 fuqua, Houston, Texas 77075" falls under Tract "48201333901". 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
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. Cheryl L. Henson
Dwayne Henson Investment, Inc.
1500 N Post Dale Road, Suite 190
Houston, Texas 77055

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

Dear Cheryl:

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
Ms. Cheryl L. Henson  
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. Mazzechi  
Vice President, Acquisitions

ACCEPTED ON THE 27th DAY OF February 2018 FOR

Monroe Crossing, LP  
Monroe Crossing GP, LLC, the GP  

[Signature]  
as General Partner  
J. Steve Ford, Manager
February 26, 2018

Resolution Real Estate Services, LLC
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: Monroe Crossings Senior, 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 Monroe Crossing GP, LLC, the General Partner of Monroe Crossing, LP
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)

Monroe Crossings Senior

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 “Monroe Crossings Senior.” (“Property”)

**Set-Asides:**
8% of the units are reserved seniors whose income is no greater than 30% of Area Median Income (“AMI”), 32% of the units are reserved for seniors whose income is no greater than 50% of AMI, 39% of the units are reserved for seniors whose income is no greater than 60% of AMI, and 21% of the units will be market rate.

**Applicant:**
Monroe Crossing, 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 $15,182,514, 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 rate of 6.00% which is currently in effect. 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):**
$TBD/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.
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>
<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>
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<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>
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<td>8/17</td>
<td>Plan and Cost Review Received</td>
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<td>8/24</td>
<td>Appraisal Review Complete</td>
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<tr>
<td>8/28</td>
<td>Plan and Cost Review Complete</td>
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<tr>
<td>8/22</td>
<td>First set of loan documents circulated</td>
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<tr>
<td>9/15</td>
<td>Second set of loan documents circulated</td>
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<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>
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<tr>
<td>10/10</td>
<td>Closing and Funding</td>
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</table>

*Dates are estimates*
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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))

Monroe Crossing, LP the applicant of the proposed Monroe Crossing, located in the 8500 block of Fuqua (NEC of Fuqua and Monroe) Houston, 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

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

By: William D. Henson
Name: William D. Henson
Title: Manager
Tab 10 Readiness to Proceed (continued)

Architect Contract
CONSTRUCTION DOCUMENTS FEE PROPOSAL

Monroe Crossing

Dwayne Henson
DHI
1500 N. Post Oak Dr., Suite 190
Houston, TX  77055

Dear Dwayne:

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 seniors apartment project, in a 3 story elevator-served building, with tuck-under parking, and 1-story sixplex villas with direct-attached garages.
2. Design of 10 unique one and two 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 and Grille House.
5. Design of new +/- 7,100 s.f. Amenity Center including all interior detailing.
6. Design of interior breezeways, common laundries, and elevator cores.
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:**

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<td><strong>Total Architectural Design Fees</strong></td>
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**STRUCTURAL ENGINEERING:**

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<td>Construction Documents by Gerry Wynne, Big Red Dog</td>
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**MEP ENGINEERING:**

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<tr>
<td>Construction Documents by Jair Vasquez, HGE Engineers</td>
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<tr>
<td><strong>Total Construction Documents Design Fees</strong></td>
<td>$222,780.00</td>
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</tbody>
</table>

**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
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

MONROE CROSSING, LP
BY: MONROE CROSSING GP, LLC
Accepted WILLIAM D. HENSON, MANAGER
2-26-2018

Date

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
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: Monroe Crossing
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.

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

March 8-June 8 Initiate Platting procedure if required, and Performance Standards Submittal

March 8-May 20 Completion of Civil Engineering, Structural Engineering, and MEP Engineering for Permit Submittal

May 20-June 4 Coordination of Architectural and Engineering Drawings for Permit Submittal

June 5 Submittal for Permit in City Of Houston

June 5-October 15 Resolution of all Permit Comments and Issuance of City Permit, to include recordation of Plat if required, approval of Performance Standards Submittal, 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: Monroe Crossing

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 dimensioned floor plans with notes.
- 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 sections and details 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, and elevators.
- Enlarged Stair and Elevator plans with dimensions and annotation.
- Building roof plan with slopes, drains, parapets, and all roofing details.
- Building 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, garage 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

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

Description of timing for property acquisition
Monroe Crossing, # 18161

Property Acquisition Timeline

November 2, 2016- Original land contract executed
December 20, 2017- Contract extension signed
September 1, 2018- October 15, 2018- Receive building permit
October 16, 2018- October 31, 2018- Close on land
Tab 10 Readiness to Proceed (continued)

Construction Contract
CONSTRUCTION CONTRACT BETWEEN
OWNER AND CONTRACTOR

This Contract, dated as of February 26, 2018 is between MONROE CROSSING CONTRACTORS, LLC, a Texas corporation ("Contractor") and MONROE CROSSING, 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 8500 block of Fuqua (NEC of Fuqua and Monroe), Houston, Harris County, Texas 77075.

(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, three hundred seventy-eight thousand, six hundred forty-eight and NO/100 Dollars ($11,378,648.00), 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:

Monroe Crossing, LP

By: Monroe Crossing GP, LLC
    Managing General Partner

By: William D. Henson, Manager of Monroe Crossing GP, LLC

CONTRACTOR:

Monroe Crossing Contractors, LLC

By: 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 down 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 sub-contractors 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.
## Construction Contract Values
### Monroe Crossing
#### Monroe and Fuqua NEC
Projected Scheduled Values to Construction Contract - Exhibit B
2/27/18 3:59 PM

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Cost per Sq. Ft.</th>
<th>Cost per Unit</th>
<th>Notes</th>
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<tbody>
<tr>
<td>114</td>
<td>(N/R)</td>
<td>(N/R)</td>
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</tr>
<tr>
<td>113,201</td>
<td></td>
<td>(N/R)</td>
<td></td>
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<tr>
<td>106,409</td>
<td></td>
<td>(N/R)</td>
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### (2). Site Work (New Construction Cost)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Budget</th>
<th>Cost per Sq. Ft.</th>
<th>Cost per Unit</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clearing, Leveling Land, Fill dirt, Detention</td>
<td>205,200</td>
<td>1.93</td>
<td>1,800</td>
<td>On-site Paving</td>
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<tr>
<td>2. Concrete Streets, Approaches, Curbs, &amp; Stops</td>
<td>399,000</td>
<td>3.75</td>
<td>3,500</td>
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<tr>
<td>3. Landscaping:</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Fill Dirt, Mulch &amp; Grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shrubs, Fine Grading, Grass &amp; Sprinkler System</td>
<td>148,200</td>
<td>1.39</td>
<td>1,300</td>
<td>Landscaping</td>
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<tr>
<td>4. Fencing - Perimeter</td>
<td>48,450</td>
<td>0.46</td>
<td>425</td>
<td>Fence &amp; Security</td>
</tr>
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<td>5. Sidewalks</td>
<td>62,700</td>
<td>0.59</td>
<td>550</td>
<td>On-Site Concrete</td>
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<tr>
<td>6. Storm Sewers &amp; Drains</td>
<td>285,000</td>
<td>2.68</td>
<td>2,500</td>
<td>On-Site Utility</td>
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<td>7. Detention (Harris County Flood Fee)</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
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<td>8. Striping Parking Lot</td>
<td>11,400</td>
<td>0.11</td>
<td>100</td>
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<tr>
<td>9. Plumbing Underground (Sanitary Sewer, Domestic Water, Fire Mains)</td>
<td>228,000</td>
<td>2.14</td>
<td>2,000</td>
<td>On-Site Utility</td>
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<tr>
<td>10. Water Meter</td>
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<td>11. Water / Sanitary Sewer Tap Fees</td>
<td>91,200</td>
<td>0.86</td>
<td>800</td>
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<td>12. Playground Equipment</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
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<td>13. Pool, Decking, &amp; Furniture</td>
<td>136,800</td>
<td>1.29</td>
<td>1,200</td>
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<tr>
<td>14. Security Gate System</td>
<td>42,750</td>
<td>0.40</td>
<td>375</td>
<td>Fence &amp; Security</td>
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<tr>
<td>15. Telephone Conduits</td>
<td>11,400</td>
<td>0.11</td>
<td>100</td>
<td>On-Site Utility</td>
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</table>

| Total Site Work                                       | 1,684,350| 15.83 | 14,775 |       |

### (3). New Construction Hard Cost

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Budget</th>
<th>Cost per Sq. Ft.</th>
<th>Cost per Unit</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1. City, State, County, and Government Charges: (in site work and other project costs)</td>
<td>0</td>
<td>0.00</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>353,400</td>
<td>3.32</td>
<td>3,100</td>
<td>Mechanical</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>Refrigerators 17 cu. ft., w/ ice maker</td>
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<td>Dishwashers</td>
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<td>Range Hoods w / Microwaves</td>
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<td>Disposals</td>
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<td>Fans - Bath (In A/C)</td>
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<td>Other</td>
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<tr>
<td></td>
<td>342,000</td>
<td>3.21</td>
<td>3,000</td>
<td>Equipment</td>
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<td>4. Balcony Waterproofing, Lightweight Concrete, &amp; Gypcrete</td>
<td>171,000</td>
<td>1.61</td>
<td>1,500</td>
<td>Concrete</td>
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<td>5. Burglar Alarms &amp; Cable (Wiring only)</td>
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<td>6. Building Specialties</td>
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<td>Door Stops</td>
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<td>Chimes, Knockers, or Bells</td>
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<td>Finish Hardware</td>
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<td>Medicine Cabinets</td>
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<td>Metal Shelving</td>
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<td>Mirrors &amp; Mirror Bypass Doors</td>
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<td>T.P. Holders, Towel Bars, Shower Rods, &amp; Soap Dishes</td>
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<td>Smoke Detectors</td>
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<td></td>
<td>148,200</td>
<td>1.39</td>
<td>1,300</td>
<td>Specialties</td>
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<td>7. Carpet &amp; Vinyl Tile</td>
<td>159,600</td>
<td>1.50</td>
<td>1,400</td>
<td>Finishes</td>
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<tr>
<td>8. Carpentry</td>
<td>0</td>
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<tr>
<td>Rough</td>
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<td>Unit</td>
<td>Description</td>
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<td>-----------</td>
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<td>7. Construction contract values</td>
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<td>9. Ceramic Tile</td>
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<td>25. Light weight concrete (in balcony waterproofing)</td>
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<td>11. Cabinets, Vanities &amp; Formica Tops (Kitchens &amp; Baths)</td>
<td>370,500</td>
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<td>27. Mirror (in Building Specialties)</td>
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<tr>
<td>13. Decorator</td>
<td>34,200</td>
<td></td>
<td>29. Plumbing-interior (includes ind. water heaters, fixtures, icemaker lines</td>
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<tr>
<td>14. Equipment Rental</td>
<td>34,200</td>
<td></td>
<td>&amp; individual meters)</td>
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<td>15. Electrical (L &amp; M)</td>
<td>570,000</td>
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<td>30. Recreational Facilities: (does not include buildings)</td>
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<td>16. Exterminating</td>
<td>6,840</td>
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<td>31. Plumbing-Sub-binders (includes ind. water heaters, icemaker lines &amp;</td>
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<td>17. Elevators (sumps etc)</td>
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<td>individual meters)</td>
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<td>18. Foundations:</td>
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<td>31A. Plumbing-underground (sanitary sewer, water lines, fire protection)</td>
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<td>19. Garages (In Material)</td>
<td>28,500</td>
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<td>31B. Plumbing-underground (sanitary sewer, water lines, fire protection)</td>
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<tr>
<td>20. Gutters &amp; Downspouts</td>
<td>0</td>
<td></td>
<td>31C. Plumbing-Fire sprinkler system</td>
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<td>21. Reserved</td>
<td>0</td>
<td></td>
<td>31D. Plumbing-Fire Alarms</td>
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<td>22. Insulation &amp; Inspections</td>
<td>0</td>
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<td>32. Punch-out Labor</td>
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<td>24. Lighting Fixtures:</td>
<td>125,400</td>
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<td>33. Reglazing (Glass replacement)</td>
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<tr>
<td>25. Light weight concrete (in balcony waterproofing)</td>
<td>22,800</td>
<td></td>
<td>34. Roofs (25 Year Roof)</td>
<td></td>
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<tr>
<td>26. Mini-blinds and Drapes</td>
<td>28,500</td>
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<td>35. Recreational Facilities: (does not include buildings)</td>
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<td>27. Mirrors (in Building Specialties)</td>
<td>0</td>
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<td>36. Recreational Facilities: (does not include buildings)</td>
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<td>28. Masonry, Stucco, and Exterior Siding (L&amp;M)</td>
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<td>37. Swimming Pool/Apron (1pool)</td>
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<td>29. Patio Fences (In Balcony Rails)</td>
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<td>38. Playground Equipment</td>
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<td>30. Painting - Int. &amp; Ext.</td>
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<td>39. Swimming Pool Furniture</td>
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<tr>
<td>31. Plumbing-interior (includes ind. water heaters, fixtures, icemaker lines</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>&amp; individual meters)</td>
<td>421,800</td>
<td></td>
<td>40. Swimming Pool Fence</td>
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<tr>
<td>31A. Plumbing-underground (sanitary sewer, water lines, fire protection)</td>
<td>421,800</td>
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<td>41. Exercise Equipment</td>
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<td>31B. Plumbing-underground (sanitary sewer, water lines, fire protection)</td>
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<td></td>
<td>42. Swimming Pool Furniture</td>
<td></td>
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<td>31C. Plumbing-Fire sprinkler system</td>
<td>421,800</td>
<td></td>
<td>43. Swimming Pool Fence</td>
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<tr>
<td>31D. Plumbing-Fire Alarms</td>
<td>421,800</td>
<td></td>
<td>44. Swimming Pool Fence</td>
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<td>32. Punch-out Labor</td>
<td>421,800</td>
<td></td>
<td>45. Swimming Pool Fence</td>
<td></td>
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<tr>
<td>33. Reglazing (Glass replacement)</td>
<td>421,800</td>
<td></td>
<td>46. Swimming Pool Fence</td>
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<tr>
<td>34. Roofs (25 Year Roof):</td>
<td>421,800</td>
<td></td>
<td>47. Swimming Pool Fence</td>
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</tr>
<tr>
<td>35. Recreational Facilities: (does not include buildings)</td>
<td>421,800</td>
<td></td>
<td>48. Swimming Pool Fence</td>
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<tr>
<td>36. Recreational Facilities: (does not include buildings)</td>
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<td></td>
<td>49. Swimming Pool Fence</td>
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<tr>
<td>37. Swimming Pool/Apron (1pool)</td>
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<td>50. Swimming Pool Fence</td>
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</tr>
<tr>
<td>Description</td>
<td>Quantity</td>
<td>Rate</td>
<td>Amount</td>
<td>Code</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>--------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Grills &amp; Gazebo</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fire Place, Sound System &amp; Bus Canopy</td>
<td>0</td>
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<tr>
<td>Other (specify buildings not in other costs)</td>
<td>228,000</td>
<td>2.14</td>
<td>2,000</td>
<td>Rec. Bldg.</td>
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<td>36. Steel Stairs &amp; Balconies</td>
<td>68,400</td>
<td>0.64</td>
<td>600</td>
<td>Metals</td>
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<td>37. Security</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
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<tr>
<td>38. Sheetmetal, Flashing, Etc (In Roofs)</td>
<td>0</td>
<td>0.00</td>
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<td>39. Sheetrock (L &amp; M)</td>
<td>547,200</td>
<td>5.14</td>
<td>4,800</td>
<td>Thermal &amp; Moisture</td>
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<td>39a Signage</td>
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<td>40. Small Tools &amp; Supplies (in Gen. Requirements)</td>
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<td>41. Supervision</td>
<td>114,000</td>
<td>1.07</td>
<td>1,000</td>
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<td>42. Telephone &amp; Utilities during construction (in Gen. Requirements)</td>
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<td>0.00</td>
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<tr>
<td>43. Trash Hauling &amp; Rough Cleaning</td>
<td>57,000</td>
<td>0.54</td>
<td>500</td>
<td>Woods, Carpentry</td>
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<td>43a Trash Chutes</td>
<td>45,600</td>
<td>0.43</td>
<td>400</td>
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<td>44. T.V. Antenna System/Cables (pre wire)</td>
<td>48,450</td>
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<td>425</td>
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<td>45. Tub Repair</td>
<td>2,280</td>
<td>0.02</td>
<td>20</td>
<td>Electrical</td>
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<td>46. Travel Can (Job Toilets) (in Gen. Requirements)</td>
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<td>47. Transportation &amp; Misc. (in Gen. Requirements)</td>
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<td>0</td>
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<td>48. Trailers &amp; Job Office (in Gen. Requirements)</td>
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<td>0.00</td>
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<td>49. Venting - Dryers, Utility Exhaust, &amp; Bath Fans (in A/C contract)</td>
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<td>50. Utility Connection Charges</td>
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<td>51. Weatherstripping</td>
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<td>52. Wallpaper (L &amp; M)</td>
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<td>53. Washer/Dryer Connections</td>
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<td>0.27</td>
<td>250</td>
<td>Electrical</td>
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<td>54. Window Cleaning &amp; Final Clean-up</td>
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<td>0.21</td>
<td>200</td>
<td>Woods, Carpentry</td>
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<td>55. Sprinkler System - Inside (No. 31C above)</td>
<td>22,800</td>
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<td>200</td>
<td>Woods, Carpentry</td>
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<td>56. Other (Specify)</td>
<td>0</td>
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Total New Construction

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
<th>Code</th>
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<tbody>
<tr>
<td>Building Costs</td>
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<td>77.97</td>
<td>72,780</td>
<td>OKAY</td>
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<td>Building Cost and Site Work</td>
<td>9,981,270</td>
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(4) Contractor Fees & General Requirements

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contractor Overhead</td>
<td>199,625</td>
<td>1.88</td>
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<td>2. Contractor Profit</td>
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<td>5,253</td>
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<td>3. General Requirements</td>
<td>598,876</td>
<td>5.63</td>
<td>5,253</td>
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Total Contractor Fees and General Requirements | 1,397,378 | 13.13 | 12,258 |

Total Construction Contract | 11,378,648 | 106.93 | 99,813 |

TOTAL CONSTRUCTION COST | $11,378,648 | $107  | $99,813 |
Tab 10 Readiness to Proceed (continued)

Construction Contract Timeline
Monroe Crossing, # 18161
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
## Monroe Crossing Apartments

### Onsite Utilities
- **Scheduled Start**: 11/1/2018

### Dirt Work
- **Scheduled Start**: 12/1/2018

### Paving
- **Scheduled Start**: 1/4/2019

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<th>Bldg. No.</th>
<th>Foundations</th>
<th>Framer stand 1st floor walls</th>
<th>Framer stand 2nd floor walls</th>
<th>Framer stand 3rd floor walls</th>
<th>Plumber top-out and roof trusses</th>
<th>Roofer Apply Shingles to Roofs</th>
<th>Electrical</th>
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<td></td>
<td>SS AS D AF</td>
<td>SS AS D AF</td>
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<td>2/4/19</td>
<td>2/16/19</td>
<td>3/4/19</td>
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<td>4/22/19</td>
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<td>3/8/19</td>
<td>4/11/19</td>
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<td>5/21/19</td>
<td>6/4/19</td>
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<td>4/10/19</td>
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<td>5/28/19</td>
<td>6/11/19</td>
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<td>4/25/19</td>
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<td>6/4/19</td>
<td>6/18/19</td>
</tr>
</tbody>
</table>

**Legend**
- SS: Schedule start
- AS: Actual start
- D: Days to finish
- AF: Actual finish
## Construction Schedule - Schedule Start / Actual Finish

### Onsite Utilities

**Dirt Work**

**Paving**

<table>
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<tr>
<th>Bldg. No.</th>
<th>HVAC rough-in</th>
<th>Cornice and Masonry</th>
<th>HVAC rough-in/Trash Chutes</th>
<th>Drywall hang, finish &amp; texture</th>
<th>Trim Carpenter interior doors &amp; trim</th>
<th>Painting interiors</th>
<th>Tile setter set bath tile / Gutters &amp; Downspouts</th>
<th>Cabinets /</th>
</tr>
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<td>7/26/19</td>
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<td>9/17/19</td>
<td>10/4/19</td>
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<td></td>
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<td>8/2/19</td>
<td>9/3/19</td>
<td>9/24/19</td>
<td>10/11/19</td>
<td>10/24/19</td>
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</table>

**HVAC rough-in/Trash Chutes**

**Cabinets /**
### Construction Schedule

#### Schedule Start / Actual Finish

<table>
<thead>
<tr>
<th>Onsite Utilities</th>
<th>Dirt Work</th>
<th>Paving</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

| Bldg. No. | Shelving, Mirrors | Electrical trim-out / light fixtures | Plumber trim-out & set dishwasher | HVAC startup and MEP punch out | Carpet and Vinyl Flooring | Begin Final clean-up, touchup paint, fire marshall final | Final building punch-out and re-clean |
|------------|-------------------|--------------------------------------|----------------------------------|-------------------------------|--------------------------|--------------------------------------------------|
|            | AS | D | AF | SS | AS | D | AF | SS | AS | D | AF | SS | AS | D | AF | SS | AS | D | AF | SS | AS | D | AF | SS | AS | D | AF |
| 1          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 2          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 3          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 4          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 5          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 6          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 7          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |
| 8          |    |   |    |    |    |   |    |    |    |   |    |    |    |    |    |    |    |   |    |    |    |    |   |   |    |    |   |    |    |

- **Start Dates:**
  - Shelving, Mirrors: 9/27/19
  - Electrical trim-out / light fixtures: 10/4/19
  - Plumber trim-out & set dishwasher: 10/11/19
  - HVAC startup and MEP punch out: 10/22/19
  - Carpet and Vinyl Flooring: 10/29/19
  - Begin Final clean-up, touchup paint, fire marshall final: 11/14/19
  - Final building punch-out and re-clean: 12/13/19

- **Completion Dates:**
  - Shelving, Mirrors: 11/18/19
  - Electrical trim-out / light fixtures: 11/15/19
  - Plumber trim-out & set dishwasher: 11/14/19
  - HVAC startup and MEP punch out: 11/14/19
  - Carpet and Vinyl Flooring: 11/14/19
  - Begin Final clean-up, touchup paint, fire marshall final: 12/13/19
  - Final building punch-out and re-clean: 1/17/20

---

**Cabinets / Shelving, Mirrors:**
- 9/27/19
- 10/7/19
- 10/15/19
- 10/23/19
- 10/31/19
- 11/15/19
- 10/4/19
- 10/14/19
- 10/22/19
- 10/30/19
- 11/7/19
- 11/29/19
- 10/11/19
- 10/21/19
- 10/29/19
- 11/7/19
- 11/14/19
- 12/13/19
- 10/18/19
- 10/20/19
- 11/5/19
- 11/14/19
- 11/21/19
- 12/27/19
- 10/25/19
- 11/7/19
- 11/14/19
- 11/21/19
- 11/28/19
- 1/10/20
- 10/25/19
- 11/7/19
- 11/14/19
- 11/21/19
- 11/28/19
- 1/17/20
- 11/1/19
- 11/14/19
- 11/21/19
- 11/28/19
- 12/5/19
- 1/24/20
- 11/1/19
- 11/14/19
- 11/21/19
- 11/28/19
- 12/5/19
- 1/31/20
- 11/8/19
- 11/21/19
- 11/28/19
- 12/5/19
- 12/12/19
- 2/7/20
Tab 10 Readiness to Proceed (continued)

Narrative of Readiness to Proceed Evidence
Narrative of Readiness to Proceed Evidence:

Project Name: Monroe Crossing
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 lenders 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.
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 11

Site Information Form Part III
1. **Site Acreage**
   
   Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control: 7.2329</th>
<th>Site Plan: 7.3654</th>
<th>Appraisal: N/A</th>
<th>ESA: 7.3654</th>
</tr>
</thead>
</table>

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

   **Please provide an explanation of any discrepancies in site acreage below:**

   The site control does not include easement of .0022 acres to City of Houston. Surveyed land acreage is 7.3654 acres. Please see attached survey. The Site Plan, ESA, Design Feasibility Report, and the Title Commitment acreage is based on the actual survey.

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>Mary Susan Bybee Lindholm, et al</td>
<td>Mary Susan Bybee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1323 Mackie Dr.</td>
<td>Richardson</td>
<td>Texas</td>
<td>75081</td>
<td>1/1/88</td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain: **N/A**

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Susan Bybee Lindholm, et al</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.
   - [ ] Expiration of Contract or Option: 9/30/18
   - [ ] Anticipated Closing Date: 9/30/18

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

3. **Site Control - §10.204(10)**

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

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

   If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.
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: 

---
Supporting Documentation from Site Information Part III

- Assignment of Earnest Money Contract And Earnest Money Contract
  - Title Commitment
  - Boundary Survey
Support Documentation from Site Information Part III Should be Included Behind this Tab.

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

Increase in Eligible Basis (30% Boost)

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

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

- Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.
- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.
- A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.
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 4th day of November 2017, by and between Crystal Village Apartments, L.P. ("Assignor"), MONROE CROSSING, LP., a Texas limited partnership ("Assignee"),

Whereas, pursuant to Earnest Money Contract (the "Contract") dated as of November 7th, 2016 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 its 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:

CRYSTAL VILLAGE APARTMENTS, L.P.
By: Crystal Village Development, L.L.C.

By: William D. Henson, Manager

ASSIGNEE:

MONROE CROSSING. LP
By: Monroe Crossing GP, LLC., its General Partner

By: William D. Henson, Manager
ASSIGNMENT OF EARNEST MONEY CONTRACT

THIS ASSIGNMENT OF EARNEST MONEY CONTRACT (this "Assignment") is made as of the 7th day of November 2016, by and between William D. Henson, TRUSTEE ("Assignor"), CRYSTAL VILLAGE APARTMENTS, L.P., a Texas limited partnership ("Assignee"),

Whereas, pursuant to Earnest Money Contract (the "Contract") dated as of November 7th, 2016 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:

William D. Henson, TRUSTEE

By: William D. Henson, Trustee

ASSIGNEE:

CRYSTAL VILLAGE APARTMENTS, L.P.
By: Crystal Village Development, L.L.C., its General Partner

By: William D. Henson, Manager
1. PARTIES: Mary Susan Bybee Lindholm, et al (Seller) agrees to sell and convey to William D. Henson, Trustee, and or his permitted assigns (Buyer) and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: The following tract of land situated in Harris County, Texas, together with all buildings, improvements, fixtures and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way Seller's interest in and to all leases or rents; all of the above hereinafter collectively called "Property"; set out on Exhibit "A" attached hereto and incorporated herein:

7.2329 Acres of land (315,065 square feet) more or less located at the northeast corner of Monroe and Fuqua, Houston, Harris County, Texas and more particularly described in exhibit “A” pages 1, 2 and 3 attached hereto.

THE METES AND BOUNDS DESCRIPTION DETERMINED BY THE SURVEY OF THE PROPERTY HEREAFTER PROVIDED FOR WILL REPLACE EXHIBIT "A" ATTACHED HERETO IN THE EVENT IT SHOULD DIFFER FROM THE ATTACHED EXHIBIT. IT IS UNDERSTOOD THAT THE ACREAGE AS SET OUT ABOVE IS APPROXIMATE AND THAT THE PURCHASE PRICE STATED HEREIN IS PAID FOR THE LAND AS A WHOLE AND NOT UPON ANY SPECIFIC ACREAGE UNLESS SPECIFIED DIFFERENTLY IN 3.D. BELOW. ANY PROPERTY TO BE EXCLUDED FROM THIS SALE SHOULD BE SET FORTH UNDER SPECIAL PROVISIONS BELOW.

3. CONTRACT SALES PRICE:

A. Cash payable at closing ......................................................... $ 1,750,000.00
B. Promissory Note Described in 3.E. below ............................ $ 0.00
C. Sales Price (Sum of A and B) .............................................. $ 1,750,000.00
D. (1) The metes and bounds to be agreed upon by Seller and Buyer based upon a survey to be provided and paid for by Buyer.
   (2) If the survey of the Property required by Paragraph 17 reflects that the number of total Gross Square feet comprising the property is more or less than 315,065 square feet ("Total Area"), the Sales Price and the cash payable at closing shall be increased or decreased by the product of 5.56, multiplied by the amount of the increase or decrease of the total area.

4. EARNEST MONEY: As a condition precedent to the validity of the Contract, $10,000.00 is herewith tendered and is to be deposited as Earnest Money with CHARTER TITLE COMPANY (the “Title Company”) Attn: Gary Carr as Escrow Agent, and placed in an interest bearing account, upon execution of the Contract by both parties. Upon the end of the 90 day feasibility period and assuming the Buyer goes hard on the contract then all of the earnest money shall be released and paid to the Seller by the “title company”.

5. CLOSING: The closing of the sale (the “Closing”) shall take place at the Title Company on or before April 30, 2017, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided. Buyer may elect to extend the closing for up to nine months by tendering direct to the
Seller the sum of $15,000.00 for the first three months of requested extensions and $5,000.00 per month for the remaining six month of requested extensions. The $15,000.00 or $5,000.00 paid, if any, for said extensions is non-refundable and is applicable toward the overall purchase price. The $15,000.00 for the first extension for the three month period from May 1, 2017 to August 1, 2017 will be due and payable direct to the seller on or before the end of the 90 day feasibility period. The buyer must notify the seller and tender the $5,000.00 monthly consideration at least five (5) days prior to the scheduled closing date. Assuming the sale has not been consummated the first payment of the monthly $5,000.00 extension will be due on or before five (5) days before August 1, 2017.

A. At the Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

1. A duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing.

2. An Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company in the full amount of the Sales Price, dated as of Closing, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard printed exceptions contained in the usual form of the Title Policy, provided, however:

   a. the exception as to area and boundaries shall be deleted except for "any shortages in area" and if deleted, such deletion shall be an expense of Buyer;
   b. the exception as to restrictive covenants shall be endorsed "None of Record", except any restrictive covenants approved by Buyer or otherwise permitted herein.
   c. the exception as to taxes shall be limited to standby fees and taxes for the current year not yet due and payable and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;

3. Evidence of its capacity and authority for the Closing of this transaction;

4. All other necessary documents to close this transaction.

B. At the closing, Buyer shall perform the following:

1. Pay Seller the cash portion of the Sales Price;

2. Furnish evidence of its authority for the closing of this transaction;

3. Execute all other necessary documents to close this transaction;

6. FEASIBILITY STUDY AND INSPECTION: Buyer is granted the right to conduct an engineering, and/or market and economic feasibility study ("Feasibility Study") of the Property, and a physical inspection ("Inspection") of all improvements, and fixtures being sold hereby. Buyer shall have 90 days from the effective date of this Contract to perform such study and inspection and in this regard, Buyer or its designated agents may enter upon the Property for purposes of such analysis, or other tests and inspections which may be deemed necessary by Buyer. If Buyer determines, in its sole judgment, that the Property is not suitable for any reason for Buyer's intended use or purpose, or is not in satisfactory condition, then Buyer may, on written notice to Seller, on or before 90 days from the effective date of
this Contract, terminate this Contract, and it shall be null and void for all purposes except for the indemnity provisions of this paragraph 6 and the Earnest Money shall be returned to Buyer. If the written notice is not given to Seller within such period, this condition and any and all objections with respect to the Feasibility Study and Inspection shall be deemed to have been waived by Buyer for all purposes. In the event this Contract shall not close, through no fault of Seller, Buyer, at Buyer's sole expense, shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer, and shall provide Seller with a copy of the results of any tests and inspections made by Buyer. The Feasibility Study and Inspection shall be at Buyer's expense. Buyer hereby indemnifies Seller and the Property against and agrees to defend and hold Seller and the Property harmless from all claims, demands, causes of action, and suits of any nature whatsoever, arising out of the inspection of the Property incident to this paragraph and this provision shall survive the Closing and the termination of this Contract.

7. POSSESSION: The possession of the Property shall be delivered to Buyer at funding in its present condition, “as is”, “where is”, without warranty of any kind, expressed or implied (except for the limited warranty of title to be contained in the Special Warranty Deed to be delivered at Closing).

8. SPECIAL PROVISION:

A. Buyer may be required to provide public notice of the transaction via signs on the property and newspaper ads prior to closing. Seller hereby acknowledges this provision and approves this requirement.

B. Reserved

9. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:

A. SELLER'S EXPENSES: All costs of releasing existing loans and recording the releases; Owner's Title Policy premium; survey (to the extent set forth in paragraph 17 below); tax statements, 1/2 of any escrow fee; preparation of Deed; and Seller's Attorney's fees; other expenses stipulated to be paid by Seller under other provisions of this Contract

B. BUYER'S EXPENSES: All expenses incident to any loan (e.g., loan procurement fees, preparation of Note, Deed of Trust, and other loan documents, recording fees, Mortgagee's Title Policy at closing pre-payable interest and credit reports.) 1/2 of any escrow fees; copies of restrictions, easements, reservations or conditions affecting the Property; and expenses stipulated to be paid by Buyer under other provisions of this Contract.

10. PRORATIONS: The following items shall be adjusted or prorated between Seller and Buyer:

A. Ad valorem taxes, standby fees and maintenance fees (if any) for the Property for the current calendar year shall be prorated to the date of Closing. Seller's pro rata portion of such taxes shall be based upon taxes actually assessed for the current calendar year. If, for any reason, ad valorem taxes for the current calendar year have not been assessed on the Property, such proration shall be estimated based upon ad valorem taxes for the immediately preceding calendar year, and adjusted between Seller and Buyer when the exact amounts are available.

B. All costs of utilities, including, without limitation, electricity, natural gas, and water furnished to the subject Property prior to the date of Closing shall be borne and paid for by Seller, and all such costs that accrue after the date of Closing shall be borne and paid for by Buyer;
C. All other costs and expenses in connection with the transaction contemplated by this contract shall be borne by Seller and Buyer in the manner in which such costs and expenses are customarily allocated between the parties at Closing of real estate similar to the Property in Harris County, Texas;

11. TITLE APPROVAL: Seller shall cause the Title Company to deliver to Buyer within ten (10) days from the date of this Contract a Commitment for Title Insurance (the "Commitment") and, at Buyer's request, legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment, and a list of all past owners of the Property during the fifty years preceding the date hereof. If Buyer has an objection to items disclosed in such commitment or survey provided for herein, Buyer shall have five (5) days after receipt of all such instruments to make written objections to Seller. If Buyer makes such objections, Seller shall have ten (10) days from the date such objections are disclosed to cure the same, but Seller shall not be required to cure any title objections. If the objections are not satisfied within such ten (10) day time period, Buyer may as its sole choices (i) terminate this Contract by notifying Seller in writing within five (5) days after the expiration of Seller’s ten (10) day “cure” period and the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract (except Buyer’s indemnity under paragraph 6), or (ii) waive the unsatisfied objections and close the transaction.

12. DEFAULT: Unless otherwise provided for herein, if Buyer fails to comply herewith, Seller may terminate this Contract and receive the Earnest Money as liquidated damages as Seller’s sole and only remedy (except Buyer’s indemnity under paragraph 6). Unless otherwise provided for herein, if Seller fails to comply herewith, Buyer may as its sole remedy either (i) enforce specific performance hereof or (ii) terminate this Contract and receive the Earnest Money. Notwithstanding the above, accrued interest, if any, on the Earnest Money shall be paid to Buyer. Buyer shall not be able to seek or obtain damages of any kind.

13. ATTORNEY'S FEES: Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to the Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

14. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) is not a party to this Contract and does not assume or have any liability for performance or non-performance of any party and (ii) has the right to require form all signatories a written release of liability of the Escrow Agent, termination of the Contract and authorization to disburse the Earnest Money. At Closing the Earnest Money and accrued interest shall be applied to the Sales Price. Any refund or payment of the Earnest Money under this Contract shall be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Earnest Money, and the Escrow Agent will pay the same to the creditors entitled thereto.

15. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer as of the date of this Contract and also as of the Closing Date.

To the best of Seller’s actual current knowledge without investigation:

A. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers other than the save and except area described in Exhibit “A”;

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and

B. There is no pending condemnation or similar proceeding or assessment affecting the Property or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or any assessment contemplated by any governmental authority; and

C. Seller is the fee owner of the title to the Property and is duly authorized and empowered to sell the Property; and

D. Seller has paid, through the year 2015, all taxes, charges, debts, and other assessments due by the Seller with respect to the Property; and

E. Reserved

F. Reserved

G. There are no unrecorded liens or Uniform Commercial Code liens against any of the Property which will not be satisfied out of the Sales Price; and

H. Seller knows of no existing condition with respect to the Property or its operation which violates any government code or regulation; and

I. The Property is not now being used nor during Seller’s period of ownership has it been used for the handling, storage, transportation or disposal of hazardous or toxic materials. Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring Seller to correct any condition with respect to the Property or any part thereof, by reason of a violation of any governmental requirement or otherwise which has not been corrected; and

J. No fact or condition exists which would result in the termination of the current access from the Property to any presently existing highways and/or roads adjoining or situated on the Property, or any existing sewer or other utility facilities servicing, adjoining, or situated on the Property; and

K. There are no special or other assessments for public improvements due with respect to the Property and Seller does not know of any pending or threatened special assessments affecting the Subject Property or any contemplated improvements affecting the Property which may result in special assessments affecting the Property; and

L. Seller shall not further encumber, or allow the encumbrance of, the title to the Property, or modify the terms or conditions of any existing encumbrances, if any, without the written consent of Buyer; and

M. Seller has no knowledge that the Property is subject to any surface or sub-surface ground faults.

“The accuracy of these representations and warranties (without regard to Seller’s knowledge) constitute a condition precedent to Buyer’s obligation to close entitling Buyer to terminate this Contract prior to closing and to receive a refund of any Earnest Money as provided in the prior sentence if any representation or warranty is discovered to
be inaccurate whether or not known to Seller. Further, and for the avoidance of any
doubt, these representations and warranties shall be deemed to be unconditionally waived
by Buyer and to have terminated as if they had never been made if this transaction
closes.”

16. **USE OF PROPERTY:** Seller has not claimed the benefit of laws permitting a special use valuation for
the purposes of payment of ad valorem taxes on the Property, and if so, Seller represents that it was
legally entitled to claim such benefits. If Seller claimed such benefit and after the purchase is closed,
Buyer changes the use of the Property and the same results in the assessment of additional taxes, such
additional taxes will be the obligation of the Buyer. The representation herein shall survive closing.

17. **PROPERTY SURVEY:** Within 20 days from effective date hereof, Buyer, at his sole option, cost and
expense, shall cause to be delivered to Seller & Buyer the plat or survey of the Property, prepared by a
surveyor acceptable to the parties and the Title Company closing this transaction. Seller will deliver to
Buyer any existing Survey that may be in his possession. The survey shall certify to Seller, Buyer and
Title company that: (i) the survey was made and staked on the ground; (ii) the plat shows the location of
all improvements, recorded easements and rights-of-way, highways, streets, and roads on or adjacent to
the Property, if any; (iii) there are no visible discrepancies, conflicts, or encroachments except as shown
on the survey plat; (iv) the Property does not lie in the 100 year flood plain as established by the U.S.
Army Corps of Engineers or any other governmental body; and (v) the survey plat is a true, correct, and
accurate representation of the Property; and (vi) the survey sets forth the number of total square feet /
acres (whichever is applicable) comprising the Property, together with a metes and bounds description
thereof. All easements and rights-of-way shall be referenced to the recording information applicable to
the documents creating such easements or rights-of-way which have been recorded with the County
Clerk of the County in which the Property is located. The survey shall locate and mark all corners and
angles of the Property's perimeter on the ground with permanent buried iron surveyor's stakes.

18. **CONDEMNATION:** If prior to the Closing Date condemnation proceedings are commenced against
any portion of the Property, Buyer may, at its option, terminate this agreement by written notice to Seller
within 5 days after Buyer is advised of the commencement of condemnation proceedings and the
Earnest Money shall be refunded to Buyer, or Buyer shall have the right to appear and defend in such
condemnation proceedings, and any award in condemnation shall, at the Buyers election, become the
property of Seller and reduce the purchase price by the same amount or shall become the property of
Buyer and the Sales Price shall not be reduced.

19. **MISCELLANEOUS:**

A. Any notice required or permitted to be delivered hereunder shall be deemed received when
personally delivered or sent by United States mail, postage prepaid, certified mail, return receipt
requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the
signature of each party hereto.

B. This Contract shall be construed under and in accordance with the laws of the State of Texas, and
all obligations of the parties created hereunder are performable in Harris County, Texas.

C. This Contract shall be binding upon and inure to the benefit of the parties hereto and their
respective heirs, executors, administrators, legal representatives, successors and assigns.

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

E. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.

F. Time is of the essence of this Contract.

G. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

H. In accordance with the requirements of the Texas Real Estate License Act, Buyer is hereby advised by Broker: (1) that Buyer should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by an attorney of its own selection, and (2) that unless otherwise agreed to in writing by the parties hereto, Broker is being paid by Seller and is representing Seller in this transaction.

20. BROKER'S FEE: Perrier Properties and T.J. Properties as Brokers has negotiated this sale and Seller agrees to pay Brokers in Harris County, Texas, on consummation of this sale a total cash fee of 3.00% of the total sales price to Tom Johnson (T. J. Properties) and 3.00% of the total sales price to Dan Perrier (Perrier Properties). Each of the parties represents to the other that it has not incurred any liability for brokerage fees or commissions in connection with this transaction other than the liability of Buyer as set forth above. Each party indemnifies and agrees to hold the other party harmless from any and all claims and/or expense resulting to the other party by reason of a breach of the representation made by such party herein.

21. ASSIGNMENT: Buyer may assign this Contract and all rights hereunder and shall be relieved of any future obligation under this Contract provided that the assignee shall assume in writing all the obligations of Buyer hereunder. Buyer will be assigning the Contract to a Limited Partnership created for the specific purpose of owning a Section 42 (tax credit) property or a property financed by Private Activity Bonds.

22. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING. The Broker cannot give you legal advice - only factual and business details concerning land and improvements.
23. TERMINATION OF OFFER: Unless accepted by Buyer, as evidenced by Buyer's signature hereto and delivered to Seller by 5:00 P.M., the 23rd day of October, 2016, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

EXECUTED in multiple originals this the 2nd day of November, 2016 (Fill in date last party signs.)

Seller: 
Mary Susan Bybee Lindholm, et al
1322 Mackie Dr.
Richardson, Texas 75081-4532
Office: 972-231-8819
Cell:  
Fax:  
E-Mail: mlrrb@att.net

By:  
Mary Susan Bybee Lindholm

Buyer: 
William D. Henson, Trustee
1500 North Post Oak Rd., Suite 190
Houston, Texas 77055
Office: 713-334-5808
Mobile: 713-875-1156
Fax: 713-334-5614
E-Mail: wd_henson@hotmail.com

By:  
William D. Henson, Trustee

Brokers: 
TJ Properties
4708 Post Oak Timber
Houston, Texas 77056
License No.  
Office: 713-594-7757
Cell: 713-818-2309
Fax: 1-866-947-3263
Mail: tjohnson.prop@gmail.com

By:  
T.J. Johnson

Perrier Properties
Houston, Texas
License No.
E-Mail: doperrier@perrierproperties.com

By:  

Receipt of $10,000.00 Earnest Money is acknowledged in the form of

Check - 11-4-16  

Escrow Agent: 
Charter Title Company
Attn: Gary Carr
811 Main, Suite 3675
Houston, Texas 77002
Phone: 713-222-6060
Fax: 713-222-7213

By:  

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23. TERMINATION OF OFFER: Unless accepted by Buyer, as evidenced by Buyer's signature hereto and delivered to Seller by 5:00 P.M., the 23rd day of October, 2016, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

EXECUTED in multiple originals this the 2nd day of November, 2016 (Fill in date last party signs.)

Seller: Mary Susan Bybee Lindholm, et al 1323 Mackie Dr. Richardson, Texas 75081-4532
Office: 972-231-8819
Cell: Fax: E-Mail: mlrb@att.net

By: Mary Susan Bybee Lindholm

Buyer: William D. Henson, Trustee 1500 North Post Oak Rd., Suite 190 Houston, Texas 77055
Office: 713-334-5808 Mobile: 713-875-1156 Fax: 713-334-5614
E-Mail: wd_henson@hotmail.com

By: William D. Henson, Trustee

Brokers: TJ Properties 4708 Post Oak Timber Houston, Texas 77056 License No.
Mail: tjjohnson.prop@gmail.com

By: Tom Johnson

Perrier Properties Houston, Texas License No.
Office: Phone:
Fax:
E-Mail: doperrier@perrierproperties.com

By: ____________________________

Receipt of $10,000.00 Earnest Money is acknowledged in the form of

Escrow Agent: Charter Title Company Attn: Gary Carr 811 Main, Suite 3675 Houston, Texas 77002
Phone: 713-222-6060 Fax: 713-222-7213

By: ____________________________
23. TERMINATION OF OFFER: Unless accepted by Buyer, as evidenced by Buyer’s signature hereto and delivered to Seller by 5:00 P.M., the 23rd day of October, 2016, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

EXECUTED in multiple originals this the ______ day of ______________________ (Fill in date last party signs.)

Seller:                         
Raymond Lindholm               
1639 Camp Clark Hill           
Galena, MO 65656               
By: __________________________ 

Buyer:                         
William D. Henson, Trustee     
1500 North Post Oak Rd., Suite 190 
Houston, Texas 77055           
By: __________________________ 

Brokers:                       
TJ Properties                 
4708 Post Oak Timber           
Houston, Texas 77056           
License No.                    
By: __________________________

Received $10,000.00 Earnest Money is acknowledged in the form of

Escrow Agent:                  
Charter Title Company         
Attn: Gary Carr               
811 Main, Suite 3675          
Houston, Texas 77002          
By: __________________________
23. TERMINATION OF OFFER: Unless accepted by Buyer, as evidenced by Buyer's signature hereunto and delivered to Seller by 5:00 P.M., the 23rd day of October, 2016, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

EXECUTED in multiple originals this the 2 day of November, (Fill in date last party signs.)

Russell Lindholm

Seller: Mary Susan Bybee Lindholm, et al
1323 Mackie Dr.
Richardson, Texas 75081-4532
9380 W. Lashman Dr
Phoenix AZ 85038

By:

William D. Henson, Trustee
1500 North Post Oak Rd., Suite 190
Houston, Texas 77055

By: William D. Henson, Trustee

Brokers: TJ Properties
4708 Post Oak Timber
Houston, Texas 77056

By: Tom Johnson

Perrier Properties
Houston, Texas

By: E-Mail: doperrier@perrierproperties.com

Receipt of $10,000.00 Earnest Money is acknowledged in the form of ___________________________

Escrow Agent: Charter Title Company
Attn: Gary Carr
811 Main, Suite 3675
Houston, Texas 77002

By: ___________________________
EXECUTED in multiple originals this the 2nd day of November, 2016 (Fill in date last party signs.)

Seller: Lawrence R. Lindholm, et al
4506 Springhill Estates
Parker, TX 75002
By: Lawrence R. Lindholm

Buyer: William D. Henson, Trustee
1500 North Post Oak Rd., Suite 190
Houston, Texas 77055
By: William D. Henson, Trustee

Brokers: TJ Properties
4708 Post Oak Timber
Houston, Texas 77056
License No.
By: Tom Johnson

Perrier Properties
Houston, Texas
License No.
By: ______________________________

Receipt of $10,000.00 Earnest Money is acknowledged in the form of ________________________________.

Escrow Agent: Charter Title Company
Attn: Gary Carr
811 Main, Suite 3675
Houston, Texas 77002
By: ________________________________
23. TERMINATION OF OFFER: Unless accepted by Buyer, as evidenced by Buyer's signature hereto and delivered to Seller by 5:00 P.M., the 23rd day of October, 2016, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

EXECUTED in multiple originals this the day of , 2016 (Fill in date last party signs.)

Seller: Mary Susan Bybee Lindholm, et al
1323 Mackie Dr.
Richardson, Texas 75081-4532
Office: 972-231-8819
Cell: Fax: E-Mail: mlrb@att.net

By: _____________________________

Buyer: William D. Henson, Trustee
1500 North Post Oak Rd., Suite 190
Houston, Texas 77055
Mobile: 713-875-1156
Fax: 713-334-5614
E-Mail: wd_henson@hotmail.com

By: _____________________________

Brokers: TJ Properties
4708 Post Oak Timber
Houston, Texas 77056
License No.
Office: 713-594-7757
Cell: 713-818-2309
Fax: 1-866-947-3263
Mail: tjohnson.prop@gmail.com

By: _____________________________

Perrier Properties
Houston, Texas
License No.
Phone: Fax:
E-Mail: doperrier@perrierproperties.com

Receipt of $10,000.00 Earnest Money is acknowledged in the form of ____________________________________________

Escrow Agent: Charter Title Company
Attn: Gary Carr
811 Main, Suite 3675
Houston, Texas 77002

Phone: 713-222-6060
Fax: 713-222-7213

By: _____________________________
23. TERMINATION OF OFFER: Unless accepted by Buyer, as evidenced by Buyer's signature hereto and delivered to Seller by 5:00 P.M., the 23rd day of October, 2016, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

EXECUTED in multiple originals this the 2nd day of November, 2016. (Fill in date last party signs.)

Seller:
Mary Susan Bybee Lindholm, et al
1323 Mackie Dr.
Richardson, Texas 75081-4532
Office: 972-231-8819
Cell: Fax:
E-Mail: mlrrb@att.net

By: __________________________

Buyer:
William D. Henson, Trustee
1500 North Post Oak Rd., Suite 190
Houston, Texas 77055
Office: 713-334-5808
Mobile: 713-875-1156
Fax: 713-334-5614
E-Mail: wd_henson@houmail.com

By: __________________________

Brokers:
TJ Properties
4708 Post Oak Timber
Houston, Texas 77056
Office: 713-594-7757
Cell: 713-818-2309
Fax: 1-866-947-3263
Mail: tjohnson.prop@gmail.com

By: __________________________

Perrier Properties
Houston, Texas
Office:
Phone:
Fax:
E-Mail: doperrier@perrierproperties.com

By: __________________________

Receipt of $10,000.00 Earnest Money is acknowledged in the form of

Escrow Agent:
Charter Title Company
Attn: Gary Carr
811 Main, Suite 3675
Houston, Texas 77002
Phone: 713-222-6060
Fax: 713-222-7213

By: __________________________

Michael S. Lindholm
10171 Cascade Falls Ct.
Reno, NV 89521

Cell: (525) 240-6956

E-Mail: mlrdolme@sbciglobal.net
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

7.2329 ACRES LOCATED AT THE NE CORNER OF MONROE AND FUQUA, HOUSTON, HARRIS COUNTY, TEXAS

Effective DECEMBER 20, 2017, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

☐ A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:
   - Cash portion payable by Buyer at closing: $__________
   - Sum of all financing described in the contract: $__________
   - Sales price (sum of cash portion and sum of all financing): $__________

☐ B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to:

☐ C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

Initialed for Identification by Seller: ______, ______, and Buyer: ______, ______
Amendment to Commercial Contract concerning

D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on __________________________.

(1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $________________________. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

(2) Buyer has paid Seller additional consideration of $________________________ for the extension. This additional consideration □ will □ will not be credited to the sales price upon the closing of the sale.

E. Closing: The closing date in Paragraph 10A of the contract is changed to SEPTEMBER 30, 2018.

F. Expenses: At closing Seller will pay the first $________________________ of Buyer's expenses under Paragraph 13 of the contract.

G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

H. Other Modifications:

PARAGRAPH 5 OF THE CONTRACT IS AMENDED AS FOLLOWS:

5. CLOSING: THE CLOSING OF THE SALE (THE "CLOSING") SHALL TAKE PLACE AT THE TITLE COMPANY ON OR BEFORE APRIL 30, 2017, UNLESS SUCH DATE IS CHANGED IN WRITING BY SELLER AND BUYER, OR OTHERWISE EXTENDED AS HEREIN PROVIDED. BUYER MAY ELECT TO EXTEND THE CLOSING FOR UP TO SEVENTEEN MONTHS BY TENDERING DIRECT TO THE SELLER THE SUM OF $15,000.00 FOR THE FIRST THREE MONTHS OF REQUESTED EXTENSIONS AND $5,000.00 PER MONTH FOR THE REMAINING FOURTEEN MONTHS OF REQUESTED EXTENSIONS. THE $15,000.00 OR $5,000.00 PAID, IF ANY, FOR SAID EXTENSIONS IS NON-REFUNDABLE AND IS APPLICABLE TOWARD THE OVERALL PURCHASE PRICE. THE $15,000.00 FOR THE FIRST EXTENSION FOR THE THREE MONTH PERIOD FROM MAY 1, 2017 TO AUGUST 1, 2017 WILL BE DUE AND PAYABLE DIRECT TO THE SELLER ON OR BEFORE THE END OF THE 90 DAY FEASIBILITY PERIOD. THE BUYER MUST NOTIFY THE SELLER AND TENDER THE $5,000.00 MONTHLY CONSIDERATION AT LEAST FIVE (5) DAYS PRIOR TO THE SCHEDULED CLOSING DATE. ASSUMING THE SALE HAS NOT BEEN CONSUMMATED THE FIRST PAYMENT OF THE MONTHLY $5,000.00 EXTENSION WILL BE DUE ON OR BEFORE FIVE (5) DAYS BEFORE AUGUST 1, 2017.

Seller: MARY SUSAN BYBEE LINDELM, ET AL

By: RUSSELL LINDELM

By (signature): __________________________

Printed Name: MARY SUSAN BYBEE LINDELM

Title: __________________________

Buyer: WILLIAM D. HENSON, TRUSTEE

By: __________________________

By (signature): __________________________

Printed Name: WILLIAM D. HENSON, TRUSTEE

Title: __________________________

(TAR-1932) 1-26-10

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APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 12 (Continued)

Title Commitment
Charter Title Company

609 Main Street, Suite 4325, Houston, TX 77002

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

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

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

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

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

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

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

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

Issued by Fidelity National Title Insurance Company

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

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

Attest: [Signature]

Secretary

CONDITIONS AND STIPULATIONS

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

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

SCHEDULE A

Effective Date: January 31, 2018

Commitment No.: Not Applicable issued: February 7, 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: $1,854,426.30
       PROPOSED INSURED: Monroe Crossing, 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:

   RAYMOND ELDON LINDHOLM, RUSSELL CRAIG LINDHOLM, MICHAEL SCOTT
   LINDHOLM, LAWRENCE ROBERT LINDHOLM, HANNAH SUE BYBEE HEDGPETH AND
   MARY SUSAN LINDHOLM

4. Legal description of land:

   Being 7.3654 acres of land situated in the J.B. Hagerlund Survey, Abstract No. 354, Harris
   County, Texas, and being the remainder of that certain called Tract 1 - 9.305 acre tract of
   land as conveyed to Raymond E. Lindholm, by Gift Deed, as recorded under Harris
   County Clerk's File No. T960787, and being the remainder of that certain called Tract 30 of
   Southridge Subdivision, an unrecorded subdivision in Harris County, Texas. Said 7.3654
   acre tract being more fully described by metes and bounds as follows:

     All bearings referenced herein are based on the Texas State Plane Coordinate
     System, Texas South Central Zone.

     BEGINNING at a 3/4 inch iron pipe found for the northeasterly boundary corner of the
herein described tract of land also being the southeasterly boundary corner of that certain called 5.0815 acre tract of land, as conveyed to J.E. Titus, Sr., by deed recorded under Harris County Clerk’s File No. P895151, said iron pipe also being located at the intersection of the southerly right-of-way line of Catalina Street, based on a width of 60 feet, as defined in Volume 1295, Page 477, of the Deed Records of Harris County, Texas, with the westerly right-of-way line of Moers Road, based on a width of 60 feet, as defined in Volume 1295, Page 477, of the Deed Records of Harris County, Texas, and Harris County Clerk’s File No. 20090517059;

THENCE South 02°10’50” East, along the westerly right-of-way line of said Moers Road, for a distance of 443.46 feet, to a 5/8 inch iron rod with cap set for corner, said set iron rod being the northeasterly boundary corner of that certain called 0.0955 acre tract of land as conveyed to City of Houston, by deed recorded under Harris County Clerk’s File No. 20090273860, said iron rod also being the beginning of a non-tangent curve to the left;

THENCE along the northerly boundary line of the said 0.0955 acre tract and with said curve to the left, having a radius of 2,110.00 feet, a central angle of 2°10’32”, an arc length of 80.11 feet and a chord bearing and distance of North 84°00’06” West - 80.11 feet, to a 5/8 inch iron rod with plastic cap set for corner, said set iron rod being the northwest boundary corner of the said 0.0955 acre tract;

THENCE South 04°54’38” West, along the westerly boundary line of the said 0.0955 acre tract, for a distance of 50.00 feet, to a 1/2 inch iron rod with plastic cap found for corner, said iron rod being the southwestery boundary corner of the said 0.0955 acre tract, also being located in the northerly right-of-way line of Fuqua Road, based on a width of 100 feet, said iron rod also being the beginning of a non-tangent curve to the left;

THENCE along the northerly right-of-way line of said Fuqua Road and with said curve to the left, having a radius of 2,060.00 feet, a central angle of 7°48’05”, an arc length of 280.49 feet and a chord bearing and distance of North 88°59’26” West - 280.27 feet, to a 5/8 inch iron rod with plastic cap set for corner, said set iron rod being a point of tangency in the northerly right-of-way line of said Fuqua Road;

THENCE South 87°06’32” West, along the northerly right-of-way line of said Fuqua Road, for a distance of 320.00 feet to a chiseled “X” set in concrete, said chiseled “X” being the most southerly corner of a 10’x10’ cut-back corner located in the intersection of the northerly right-of-way line of said Fuqua Road with the easterly right-of-way line of Monroe Street, based on a width of 100 feet;

THENCE North 47°34’43” West, along the said 10’x10’ cut-back corner, for a distance of 14.07 feet, to a chiseled “X” set in concrete, said chiseled “X” being located in the easterly right-of-way line of said Monroe Street;

THENCE North 02°15’59” West, along the easterly right-of-way line of said Monroe Street, for a distance of 451.60 feet to a 5/8 inch iron rod found for corner, said iron rod being the southwesterly boundary corner of the said 5.0815 acre tract;

THENCE North 87°06’49” East, along the southerly boundary line of the said 5.0815 acre tract, for a distance of 696.03 feet to the POINT OF BEGINNING and containing within these calls 320,835 square feet or 7.3654 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 Volume 1332, Page 99 of the Deed 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 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. An easement over 0.0022 acre granted to the City of Houston by instrument filed under Harris County Clerk’s File No. 20080208655. (SEE REQUIREMENTS)

c. An easement 20 feet wide along the southerly property line granted to the City of Houston by instrument filed under Harris County Clerk’s File No. 20090273188. The City of Houston conveyed a water utility easement to the City of Pearland by instrument filed under Harris County Clerk’s File No. 20100476862.

d. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1332, Page 99 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).

e. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1361, Page 736 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).

f. Interest in and to all oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 3518, Page 15 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).

g. City of Houston Ordinance 86-607 designating and describing Fuqua Street right-of-way, a certified copy of which is recorded under Harris County Clerk’s File No. K571212.

h. Subject property lies within the vicinity of George Bush Intercontinental Airport/Houston, William P. Hobby Airport, or Ellington Field, and is subject to Airport Land Use Regulations as set forth in Article VI added to Chapter 9 of the Code of Ordinances of the City of Houston, Texas, by Ordinance No. 2008-1052, a certified copy of which is recorded under Clerk’s File No. 20080598601 of the Real Property Records of Harris County, Texas.

i. Subject property lies within the vicinity of George Bush Intercontinental Airport/Houston, William P. Hobby Airport, or Ellington Field, and is subject to Airport Hazard Area Regulations as set forth in Article VII added to Chapter 9 of the Code of Ordinances of the City of Houston, Texas, by Ordinance No. 2009-1301, a certified copy of which is recorded under Clerk’s File No. 2010046770 of the Real Property Records of Harris County, Texas.

j. Rights of tenants in possession under unrecorded leases or rental agreements.

k. The following matters shown on survey prepared by Kevin K. Kolb, RPLS No. 5269, dated February 2, 2017:

1) Power line and power poles along the north property line.

l. 50’ front building line and 5’ side building lines as out in instrument recorded in Volume 1332, Page 99 of the Deed Records of Harris County, Texas.
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. Requirement: The easement filed under Harris County Clerk's File No. 20080208655 is defective for the following reason:
   
   Exhibit "A" not attached. Secure and record Correction Easement with Exhibit "A" attached.

6. Deleted.

7. Verify that there are no roll-back taxes before agreeing to delete the "rollback" language from the Mortgagee.

8. The Land is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality). It is subject to the terms, conditions, and provisions of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed August 1, 1991, at Clerk's File No. N253885.
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:

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<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
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</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.

Fidelity National Title Insurance Company

Schedule D
Title insurance insures you against loss resulting from certain risks to your title.

The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la poliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entendario completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

Texas Title Insurance Information
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 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.

Texas Title Insurance Information (Con'd)
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

Deletion of Arbitration
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](http://www.fbi.gov)

*Internet Crime Complaint Center:*
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

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

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

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

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

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

How Information is Collected
In the course of our business, we may collect Personal Information about you from the following sources:
• applications or other forms we receive from you or your authorized representative;
• the correspondence you and others send to us;
• information we receive through the Website;
• information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
• information from 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.
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: MONROE CROSSING, LP

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Tab 12 (Continued)

Boundary Survey
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 13

Scattered Site Information

Not Applicable
### Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).  

**Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

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

**Street Address**

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

**Contact Name for Seller**

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
<th>Name of Seller Entity</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
</table>

**Contact Name for Previous Seller**

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
<th>Name of Previous Seller Entity</th>
<th>Abbreviated Legal</th>
<th>Acres</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:**

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

---

**2**

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

**Street Address**

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

**Contact Name for Seller**

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
<th>Name of Seller Entity</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
</table>

**Contact Name for Previous Seller**

<table>
<thead>
<tr>
<th>Name of Previous Seller Entity</th>
<th>Abbreviated Legal</th>
<th>Acres</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:**

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

---

If a revised form is submitted, date of submission:
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 14

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

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th></th>
<th><strong>US Representative</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gene Green</td>
<td>29</td>
</tr>
<tr>
<td>Sylvia Garcia</td>
<td>6</td>
</tr>
<tr>
<td>Garnet F. Coleman</td>
<td>147</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>State Senator</strong></th>
<th><strong>District</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>State Senator</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>State Representative</strong></th>
<th><strong>District</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Letter</td>
<td>Included with Application</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>City Mayor</strong></th>
<th><strong>County Judge</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sylvestor Turner</td>
<td>Ed Emmett</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>School Superintendent</strong></th>
<th><strong>District Name</strong></th>
<th><strong>Email</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>DeAnn Powell</td>
<td>Pasadena ISD</td>
<td>713-740-4040 (fax)</td>
</tr>
<tr>
<td>1515 Cherrybrook Lane</td>
<td>Paadena</td>
<td>77502</td>
</tr>
<tr>
<td></td>
<td>City</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Presiding officer of Board of Trustees</strong></th>
<th><strong>Email</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vickie Morgan</td>
<td>713-740-4040 (fax)</td>
</tr>
<tr>
<td>1515 Cherrybrook Lane</td>
<td>Pasadena</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
</tbody>
</table>

**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**
<table>
<thead>
<tr>
<th>Elected Officials (Continued)</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Stardig</td>
<td>A</td>
<td><a href="mailto:districta@houstontx.gov">districta@houstontx.gov</a></td>
</tr>
<tr>
<td>Jerry Davis</td>
<td>B</td>
<td><a href="mailto:districtb@houstontx.gov">districtb@houstontx.gov</a></td>
</tr>
<tr>
<td>Ellen R. Kohen</td>
<td>C</td>
<td><a href="mailto:districtc@houstontx.gov">districtc@houstontx.gov</a></td>
</tr>
<tr>
<td>Dwight Boykins</td>
<td>D</td>
<td><a href="mailto:districtd@houstontx.gov">districtd@houstontx.gov</a></td>
</tr>
<tr>
<td>Dave Martin</td>
<td>E</td>
<td><a href="mailto:districte@houstontx.gov">districte@houstontx.gov</a></td>
</tr>
<tr>
<td>Steve Le</td>
<td>F</td>
<td><a href="mailto:districtf@houstontx.gov">districtf@houstontx.gov</a></td>
</tr>
<tr>
<td>Greg Travis</td>
<td>G</td>
<td><a href="mailto:districtg@houstontx.gov">districtg@houstontx.gov</a></td>
</tr>
<tr>
<td>Karla Cisneros</td>
<td>H</td>
<td><a href="mailto:districth@houstontx.gov">districth@houstontx.gov</a></td>
</tr>
<tr>
<td>Robert Gallegos</td>
<td>I</td>
<td><a href="mailto:districti@houstontx.gov">districti@houstontx.gov</a></td>
</tr>
<tr>
<td>Mike Laster</td>
<td>J</td>
<td><a href="mailto:districtj@houstontx.gov">districtj@houstontx.gov</a></td>
</tr>
<tr>
<td>Larry Green</td>
<td>K</td>
<td><a href="mailto:districtk@houstontx.gov">districtk@houstontx.gov</a></td>
</tr>
<tr>
<td>Mike Knox</td>
<td>At Large 1</td>
<td><a href="mailto:atlarge1@houstontx.gov">atlarge1@houstontx.gov</a></td>
</tr>
<tr>
<td>David W. Johnson</td>
<td>At Large 2</td>
<td><a href="mailto:atlarge2@houstontx.gov">atlarge2@houstontx.gov</a></td>
</tr>
<tr>
<td>Elected Officials (Continued)</td>
<td>At Large 3</td>
<td><a href="mailto:atlarge3@houstontx.gov">atlarge3@houstontx.gov</a></td>
</tr>
<tr>
<td>Amanda Edwards</td>
<td>At Large 4</td>
<td><a href="mailto:atlarge4@houstontx.gov">atlarge4@houstontx.gov</a></td>
</tr>
<tr>
<td>Jack Christie</td>
<td>At Large 5</td>
<td><a href="mailto:atlarge5@houstontx.gov">atlarge5@houstontx.gov</a></td>
</tr>
<tr>
<td>Rodney Ellis</td>
<td>Precinct 1</td>
<td>(713) 755-6111</td>
</tr>
<tr>
<td>Jack Morman</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>Precinct 3</td>
<td><a href="mailto:pct3@hctx.net">pct3@hctx.net</a></td>
</tr>
<tr>
<td>R. Jack Cagle</td>
<td>Precinct 4</td>
<td><a href="mailto:commissionercagle@hcp4.net">commissionercagle@hcp4.net</a></td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 15

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

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>None</td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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<td></td>
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<tr>
<td>3.</td>
<td></td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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<td></td>
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<tr>
<td></td>
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</tbody>
</table>
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. Notifications made at Pre-Application (Competitive HTC only):

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

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

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

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

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

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

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

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

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

Part 3. Notifications made at Application (Competitive QAP only):

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

Part 4. Certification:

☐ I (We) certify that the above statements are correct and complete.

By: __________________________

Signature of Applicant/Development Owner

William D. Henson

Printed Name

2/23/18

Date

Notarize on next page
TEXAS
Notary Public, State of

HARRIS
County of

11/10/19
My Commission expires

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 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)

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>17176</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If Reconstruction, Units Demolished | Units Reconstructed | N/A | N/A |

If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

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

   **Elderly Limitation**

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

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

   Elderly Preference is based on funding from:

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

   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.

   **Monroe Crossing** is a proposed 114-unit senior independent living apartment will be located on 7.3654 acres at approximately 8500 block of Fuqua (NEC of Fuqua and Monroe), Houston, Harris County, Texas 77075. The area is in need of modern rental units. Monroe Crossing will be new construction with an exterior combination of stone or brick, and hardi-plank. There will be total nine residential buildings (five one-story six-plex buildings consisting of 30 units and the main three-story divided into four buildings having 84 units). Every unit will have a garage with combination of attached, brezeway and detached garages. There will be open parking spaces that will more than satisfy City of Houston requirements and residents needs. The project will have a first class amenity center. The proposed project will be prewired for a security system in each unit and will have controlled access entry gates. This will be a class "A" senior project. Monroe Crossing will feature best-in-class amenities including an outdoor swimming pool, outdoor frills, outdoor cabana, Dog Park, 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 business 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>Nonprofit</td>
</tr>
<tr>
<td></td>
<td>USDA</td>
</tr>
<tr>
<td></td>
<td>CHDO</td>
</tr>
<tr>
<td></td>
<td>SH/SR</td>
</tr>
</tbody>
</table>

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

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

Has this site/activity previously applied for TDHCA funds? Yes

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: N/A and TDHCA funding source: 

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

If yes, source: N/A

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

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

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

- 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.
- [ ] 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.

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

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>114</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

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

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

   **A. Unit Sizes**

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

     - 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)(1) 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).

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

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

Development Activities Part II

- Certification for Section 811 PRA Program Participation
Development Activities (Continued)

1. **Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]**
   - Development is rehabilitation and either Supportive Housing or USDA financed or meets the minimum size requirements identified below:
     - **Bedroom Size**
       - 0
       - 1
       - 2
       - 3
       - 4
     - **Square Footage**
       - 550
       - 650
       - 850
       - 1,050
       - 1,250
   - Points claimed: 8
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant;
   - Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
   - * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

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)]**
   - 45
   - Total Number of Units at 50% or less of AMGI
   - 9
   - Number of 30% Units used to score points under §11.9(c)(2)*
   - 36
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
   - 40.00%
   - Percentage used for calculation of eligible points under §11.9(c)(1)
   - Checking your math: 45 = 9 + 36
   - * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.

4. **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**
   - Mark only one box below:
     - At least 20 percent (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 Supportive Housing proposed by a Qualified Nonprofit Organization.
     - 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.
     - At least 5% of all low-income Units at 30% or less of AMGI
   - Points Claimed: 11

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

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

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

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

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

<table>
<thead>
<tr>
<th>Existing Development Name:</th>
<th>Little Nell Apartments</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA #:</td>
<td>3449</td>
</tr>
</tbody>
</table>

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

**B** If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

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

OR

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

**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.

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

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

- The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
- Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
- Development only has units available that are restricted for persons with disabilities.
- A Development having a preference for Persons with Disability or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this score item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)

Points Claimed: 10

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.

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**

- Development will maintain a 35 year Affordability Period.

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**

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

- Application is eligible for five (5) points.

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

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.
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.
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 may be 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 re-certifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By: 

[Signature]

Signature of Authorized Representative

[Printed Name]

William D. Henson

[Title]

[Date]

[Day] [Month] [Year]

[State]

[County]

Before me, a notary public, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this [Day] of [Month] 2018

[Seal]

[Notary Public Signature]

[Notary Public Name]

Notary Public, State of Texas

My Commission Expires

November 10, 2019
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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 1437f); OR
- Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437f) 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 continued 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: MONROE CROSSING, LP

TDHCA # 18161

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.
- 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 Repayent 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).
Tab 22

Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]

(If development is scattered site, consult staff.)

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

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

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

- For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

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

- Elevations for each side of each building type and must include:
  - a percentage estimate of the exterior composition of each elevation
  - roof pitch

- Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
MONROE CROSSING

A Seniors Community

MUCASEY
& Associates
Architects

4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1817
### 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>20</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>2</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath</td>
<td>22</td>
<td>766 s.f.</td>
</tr>
<tr>
<td>A4</td>
<td>One Bedroom, 1 Bath</td>
<td>9</td>
<td>832 s.f.</td>
</tr>
<tr>
<td>A5</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>1</td>
<td>847 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units:** 54 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 Baths</td>
<td>10</td>
<td>1,044 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Baths (H.C.)</td>
<td>2</td>
<td>1,044 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Baths</td>
<td>19</td>
<td>1,080 s.f.</td>
</tr>
<tr>
<td>B4</td>
<td>Two Bedroom, 2 Baths (H.C.)</td>
<td>1</td>
<td>1,080 s.f.</td>
</tr>
<tr>
<td>B5</td>
<td>Two Bedroom, 2 Baths</td>
<td>8</td>
<td>1,083 s.f.</td>
</tr>
</tbody>
</table>

**Total Two Bedroom Units:** 60 Units

**Apartments Not Rentable Total:** 114 Units 106,409 s.f.

<table>
<thead>
<tr>
<th>Type</th>
<th>Area</th>
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</thead>
<tbody>
<tr>
<td>Amenity</td>
<td>7,155 s.f.</td>
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<tr>
<td>Unit Patios</td>
<td>7,966 s.f.</td>
</tr>
<tr>
<td>Freestanding Garages</td>
<td>9,135 s.f.</td>
</tr>
<tr>
<td>Attached/Breezeway Garages</td>
<td>21,968 s.f.</td>
</tr>
<tr>
<td>Total Breezeway &amp; Stairs</td>
<td>19,964 s.f.</td>
</tr>
<tr>
<td>Other Support Areas</td>
<td>6,957 s.f.</td>
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<tr>
<td>Maintenance</td>
<td>494 s.f.</td>
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<tr>
<td>Grille House</td>
<td>838 s.f.</td>
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</table>

**Project Total:** 180,086 s.f.

#### Parking:

- Parking required:
  - 0.75 cars per unit x 114 units = 85.5 cars
  - 5 Employees at 1 car/Employee = 5 cars

**Total Parking Required:** 90.5 cars

<table>
<thead>
<tr>
<th>Type</th>
<th>Accessible</th>
<th>H.C.</th>
<th>Standard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breezeway Garages</td>
<td>2</td>
<td>0</td>
<td>45</td>
<td>47 cars</td>
</tr>
<tr>
<td>Detached Garages</td>
<td>0</td>
<td>2</td>
<td>35</td>
<td>35 cars</td>
</tr>
<tr>
<td>Attached Garages</td>
<td>0</td>
<td>2</td>
<td>26</td>
<td>30 cars</td>
</tr>
<tr>
<td>Tandem Parking</td>
<td>0</td>
<td>0</td>
<td>30</td>
<td>30 cars</td>
</tr>
<tr>
<td>Open Parking (secured)</td>
<td>1</td>
<td>4</td>
<td>42</td>
<td>47 cars</td>
</tr>
<tr>
<td>Amenity Parking (non-secured)</td>
<td>1</td>
<td>0</td>
<td>9</td>
<td>10 cars</td>
</tr>
</tbody>
</table>

**Total Parking Provided:** 4 8 189 201 cars

#### Building Matrix:

<table>
<thead>
<tr>
<th>Bldg. Type 1 (Bldgs. #5, 7, 8 &amp; 9)</th>
<th>Bldg. Type 2 (Bldg. #6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 A4 units</td>
<td>1 A4 unit</td>
</tr>
<tr>
<td>2 B3 units</td>
<td>1 A5 HIC unit</td>
</tr>
<tr>
<td>24 Total units</td>
<td>3 B3 units</td>
</tr>
<tr>
<td>6 Total units</td>
<td></td>
</tr>
</tbody>
</table>

**17 Total units**

- 6 Total units
- 10 A1 units
- 10 A1 units
- 5 A2 HIC units
- 8 B1 units
- 6 B1 units
- 6 B1 units
- 1 B2 HIC unit
- 6 A3 units
- 6 A3 units
- 1 B2 HIC unit
- 6 B1 units
- 1 A4 unit
- Amenity

**15 Total units**

**28 Total units**
SITE PLAN
Monroe Crossing
Mucasey & Associates, Architects

PROPERTY AREA: 7.3654 ACRES
FLOOD PLAIN NOTE: THIS PROPERTY IS WITHIN UNSHADED ZONE
*"X" (OUTSIDE THE 500 YEAR FLOOD PLAIN)

(H.C.) INDICATES MOBILITY IMPAIRED UNIT
(S.H.) INDICATES SIGHT/HEARING IMPAIRED UNIT

NOTE: BLDG. TYPE 3(3x-34) IS COMPRISED OF 4
DISTINCT BLDGS. #1, #2, #3 & #4 SEPARATED BY
2-HOUR AREA SEPARATION WALLS.

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 "A1" - One Bedroom, 1 Bath

Monroe Crossing

Mucasey & Associates, Architects

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 dimensions ultimately selected and provided.
UNIT "A4" - One Bedroom, 1 Bath (attached garage)

Monroe Crossing

FAIR HOUSING ACCESSIBLE 812 s.f.

Mucasey & Associates, Architects

T&HCA 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 "A5" (H.C.) - One Bedroom, 1 Bath (attached garage)

Monroe Crossing
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE 847 s.f.

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 "B3" - Two Bedroom, 2 Bath (attached garage)

Monroe Crossing
Mucasey & Associates, Architects

TIDHCA 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 - Floor Plan
Monroe Crossing
Mucasey & Associates, Architects

Building Type 2
Total Net Rentable Area: 5,999 s.f.
Total Patio/Balc. Area: 610 s.f.
Total Garage Areas: 1,903 s.f.
Other Support Areas: 98 s.f.
Total Gross Building Area: 8,610 s.f.

TOSCA Disclosure: To the extent of the Texas State Board of Architects, 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 - 1st Floor Plan

Monroe Crossing
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 - 2nd Floor Plan

Monroe Crossing
Mucasey & Associates, Architects
BUILDING TYPE 3 - 3rd Floor Plan

Monroe Crossing
Mucasey & Associates, Architects

TDAHA 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 associated ultimate selected and provided.
BUILDING TYPE 2 - Left End Elevation

BUILDING TYPE 2 - Right End Elevation

Monroe Crossing
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.
BLDG. TYPE 3 - Partial Elev. 'D'

Monroe Crossing
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 offered and provided.
BLDG. TYPE 3 - Elev. 'G'

BLDG. TYPE 3 - Elev. 'H'

Monroe Crossing
Mucasey & Associates, Architects

TORICA 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.
BLDG. TYPE 3 - Elev. 'T' Partial

Monroe Crossing
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 Plan

Total Gross Building Area: 3,469 S.F.

Front Elevation

Back Elevation

Garage Type 1 - Floor Plan & Elevations

Monroe Crossing

Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, some of the units in 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

Monroe Crossing
Mucasey & Associates, Architects

Typical End Elevation

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 aesthetics 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 correspond 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-hideing columns Q through AA, and rows 51 through 79.

### Specifications and Amenities

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Development will have:**

- Fire Sprinklers
- Elevators: 2
- # Elevators: 2500/3500

### Number of Parking Spaces (consistent with Architectural Drawings):
- Free
- Paid
- Shed or Flat Roof Carport Spaces: 70
- Detached Garage Spaces: 42
- Attached Garage Spaces: 28
- Uncovered Spaces: 28
- Structured Parking Garage Spaces: 99

### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>99</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Ceramic Tile</td>
<td>1</td>
</tr>
<tr>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
<td>9</td>
</tr>
<tr>
<td>% Other</td>
<td>9</td>
</tr>
</tbody>
</table>

### Unit Types

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Building Label</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>1777</td>
<td>10</td>
<td>20</td>
<td>15,540</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>777</td>
<td>6</td>
<td>2</td>
<td>1,554</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>786</td>
<td>6</td>
<td>10</td>
<td>17,292</td>
</tr>
<tr>
<td>A4</td>
<td>1</td>
<td>832</td>
<td>1</td>
<td>9</td>
<td>7,488</td>
</tr>
<tr>
<td>A5</td>
<td>1</td>
<td>847</td>
<td>1</td>
<td>1</td>
<td>847</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1,044</td>
<td>8</td>
<td>30</td>
<td>31,320</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>1,044</td>
<td>1</td>
<td>2</td>
<td>2,088</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>1,080</td>
<td>4</td>
<td>19</td>
<td>20,520</td>
</tr>
<tr>
<td>B4</td>
<td>2</td>
<td>1,080</td>
<td>1</td>
<td>1</td>
<td>1,080</td>
</tr>
<tr>
<td>B5</td>
<td>2</td>
<td>1,085</td>
<td>6</td>
<td>8</td>
<td>8,680</td>
</tr>
</tbody>
</table>

**Totals**

- 24
- 15
- 28
- 114
- 106,409

**Net Rentable Square Footage from Rent Schedule**

- 106,409

**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: 5,700
- The lesser of these two numbers added to NRA: 106,409

If a revised form is submitted, date of submission:
Tab 23a

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>114</td>
<td>5%</td>
<td>5.7</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>1/1 (777sf &amp; 847sf)</td>
<td>54</td>
<td>5%</td>
<td>2.7</td>
<td>2.7</td>
<td>3</td>
</tr>
<tr>
<td>2/2 (1,044sf &amp; 1,080+</td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></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><strong>Total</strong></td>
<td><strong>114</strong></td>
<td><strong>5%</strong></td>
<td><strong>5.7</strong></td>
<td><strong>6</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Mobility</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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>1/1 (874sq ft &amp; 806 sq)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sq ft &amp; 1008 sq)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sq ft &amp; 115)</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><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>5%</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4</strong></td>
<td><strong>4</strong></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. Mucasey
Printed Name

Mucasey & Associates, Architects
Firm Name (If applicable)

February 22, 2018
Date

MONROE CROSSING
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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>1/1</td>
<td>54</td>
<td>2%</td>
<td>1.08</td>
<td>1.08</td>
<td>2</td>
</tr>
<tr>
<td>2/2</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>114</td>
<td>2.28</td>
<td>2.28</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

### EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

February 24, 2018

Mark S. Mucasey
Printed Name

Mucasey & Associates, Architects
Firm Name (If applicable)

MONROE CROSSING
APPLICANT: MONROE CROSSING, LP
TDHCA # 18161

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>Units</th>
<th>Percentage</th>
<th>Required Accessible Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>54 ONE BDRM (X) 5% =</td>
<td>3</td>
<td>H.C. ACCESSIBLE UNITS REQUIRED</td>
</tr>
<tr>
<td>60 TWO BDRM (X) 5% =</td>
<td>3</td>
<td>H.C. ACCESSIBLE UNITS REQUIRED</td>
</tr>
<tr>
<td>3 THREE BEDRM UNITS (X) 5% =</td>
<td>-</td>
<td>H.C. ACCESSIBLE UNITS REQUIRED</td>
</tr>
<tr>
<td><strong>TOTAL</strong> 6</td>
<td><strong>H.C. ACCESSIBLE UNITS</strong></td>
<td></td>
</tr>
</tbody>
</table>

**H.C. PARKING CALCULATION METHODS BASED ON:**

**FHA:**

<table>
<thead>
<tr>
<th>Total Spaces</th>
<th>Accessible Units</th>
<th>Amenity</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>- 6</td>
<td>1</td>
</tr>
</tbody>
</table>

\[
\text{TOTAL SPACES} = \frac{194}{(X) 2\%} = 4 \quad \text{ADDITIONAL H.C. SPACES}
\]

\[
\text{TOTAL H.C. SPACES} = 6 \quad \text{H.C. UNIT SPACES} (+) 1 \quad \text{AMENITY} \\
(+) \quad 4 \quad \text{ADDITIONAL H.C. SPACES} = 11 \quad \text{HIGHER TOTAL RULES.}
\]

**ADA:**

<table>
<thead>
<tr>
<th>Total Spaces</th>
<th>Accessible Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>- 114</td>
</tr>
</tbody>
</table>

\[
\text{TOTAL SPACES} = \frac{81}{(X) 2\%} = 2 \quad \text{ADDITIONAL H.C. SPACES.}
\]

\[
\text{TOTAL H.C. SPACES} = 6 \quad \text{H.C. UNIT SPACES} (+) 1 \quad \text{AMENITY} \\
(+) \quad 2 \quad \text{ADDITIONAL H.C. SPACES} = 9 \quad \text{HIGHER TOTAL RULES.}
\]

**TYPES OF PARKING PROVIDED PER ADA TABLE 208.2:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Total Provided</th>
<th>Required Accessible</th>
<th>Provided Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURFACE</td>
<td>87</td>
<td>5 HC</td>
<td>4 HC</td>
</tr>
<tr>
<td>GARAGE</td>
<td>114</td>
<td>4 HC</td>
<td>4 HC</td>
</tr>
<tr>
<td>CARPORT</td>
<td>-</td>
<td>1 VAN</td>
<td>2 VAN</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HC</td>
<td>HC</td>
</tr>
</tbody>
</table>

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

By:

[Signature]

Date: February 22, 2018

Mark S. Mucasey
Printed Name

Mucasey & Associates, Architects
Firm Name

MONROE CROSSING
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 24

Rent Schedule
## Rent Schedule

### HTC Units
- **MF Direct Loan Units (HOME Rent/Inc)**
- **National HTF MRB Units**
- **Other/Subsidy**

<table>
<thead>
<tr>
<th># of Units</th>
<th># of Rooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>3,108</td>
<td>402</td>
<td>68</td>
<td>334</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>777</td>
<td>670</td>
<td>68</td>
<td>602</td>
</tr>
<tr>
<td>TC 50%</td>
<td>15</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>11,655</td>
<td>670</td>
<td>68</td>
<td>602</td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>786</td>
<td>3,144</td>
<td>670</td>
<td>68</td>
<td>602</td>
</tr>
<tr>
<td>TC 60%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>847</td>
<td>847</td>
<td>804</td>
<td>68</td>
<td>736</td>
</tr>
<tr>
<td>TC 60%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>777</td>
<td>804</td>
<td>68</td>
<td>736</td>
</tr>
<tr>
<td>TC 60%</td>
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### Total

| Non Rental Income                          | $10.00 per unit/month for: |
| Application Fees                          | $1,140                      |
| NSF                                       | $570                       |
| Late Fees, Vending                        | $1,710                      |

+ **TOTAL NONRENTAL INCOME** $15.00 per unit/month

**POTENTIAL GROSS MONTHLY INCOME** $90,312

+ Provision for Vacancy & Collection Loss
+ Rental Concessions (enter as a negative number)

**EFFECTIVE GROSS MONTHLY INCOME** $83,539

× 12 = **EFFECTIVE GROSS ANNUAL INCOME** $1,002,463

---

If a revised form is submitted, date of submission:
### Rent Schedule (Continued)

#### HOUSING TAX CREDITS

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#### MORTGAGE REVENUE BOND

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#### NATIONAL HOUSING TRUST FUND

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<td>HTF60%</td>
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<td>HTF80%</td>
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#### DIRECT LOAN

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<td>HH/60%</td>
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#### OTHER

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#### BEDROOMS

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### Cost Per Sq Ft

- **ACQUISITION + HARD**: $112.28
- **HARD**: $112.28
- **BUILDING**: $77.65

**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: MONROE CROSSING, LP

TDHCA # 18161

Tab 25

Utility Allowances

Supporting documents included:
Housing Authority of City of Houston utility 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.

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<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
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<td>$8</td>
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<td>Houston Housing Authority-12/01/2017</td>
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<td>$4</td>
<td>$6</td>
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<td>$23</td>
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<tr>
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<td>$20</td>
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<tr>
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<td>Electric</td>
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<td>$12</td>
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</tr>
<tr>
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<td>Houston Housing Authority-12/01/2017</td>
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**Total Paid by Tenant:**

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<th>3BR</th>
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Other (Describe)

If a revised form is submitted, date of submission: __________________________

---

[Image of the document]
### Allowance for Tenant-Furnished Utilities and Other Services

**Effective Date:**
- **12/1/2017**

#### Localities
- **Houston, TX Metropolitan Area**

#### Unit Type:
- **Apartments (5 or More Units per Building)**

#### Monthly Dollar Allowances

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**Actual Family Allowances**
To be used by the family to compute allowance. Complete below for the actual unit rented.

Total: $68 $85

### Name of Family

### Address of Unit

### Smaller of bedroom or voucher

**Utility or Service**

- **Heating**
- **Cooking**
- **Other Electric**
- **Air Conditioning**
- **Water Heating**
- **Water**
- **Sewer**
- **Trash Collection**
- **Range/Microwave**
- **Refrigerator**
- **Other (Elec Fee)**
- **Other (Gas Fee)**

**Total** $0

---

Previous editions are obsolete
Page 1 of 1

Form HUD-52667(12/97)
Ref. Handbook 7420.8
Tab 26

Annual Operating Expenses
# Annual Operating Expenses

## General & Administrative Expenses

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<tr>
<th>expense</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>$8,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$7,000</td>
</tr>
<tr>
<td>Other Office Supplies</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses</strong></td>
<td><strong>$44,000</strong></td>
</tr>
</tbody>
</table>

## Management Fee

- Percent of Effective Gross Income: 5.00%
- **$50,123**

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>expense</th>
<th>cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$55,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$60,000</td>
</tr>
<tr>
<td>Other Taxes, Insurance &amp; Bonuses</td>
<td>$26,450</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits</strong></td>
<td><strong>$141,450</strong></td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>expense</th>
<th>cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$10,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$10,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$12,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$10,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$10,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$6,000</td>
</tr>
<tr>
<td>Other Cleaning Supplies</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance</strong></td>
<td><strong>$68,000</strong></td>
</tr>
</tbody>
</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>expense</th>
<th>cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$30,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>$12,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$45,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities</strong></td>
<td><strong>$87,000</strong></td>
</tr>
</tbody>
</table>

## Property Taxes

- Published Capitalization Rate: **0.33**
- **$35,000**

<table>
<thead>
<tr>
<th>expense</th>
<th>cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$112,500</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total Property Taxes</strong></td>
<td><strong>$112,500</strong></td>
</tr>
</tbody>
</table>

## Reserve for Replacements

- Annual reserves per unit: **$250**
- **$28,500**

## Other Expenses

<table>
<thead>
<tr>
<th>expense</th>
<th>cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services</td>
<td>$18,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$3,600</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses</strong></td>
<td><strong>$21,600</strong></td>
</tr>
</tbody>
</table>

## Total Annual Expenses

- **$588,173**
- **$5159**
- **58.67%**

## Net Operating Income (before debt service)

- **$414,290**

## Annual Debt Service

<table>
<thead>
<tr>
<th>expense</th>
<th>cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citi Bank</td>
<td>$342,108</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service</strong></td>
<td><strong>$342,108</strong></td>
</tr>
</tbody>
</table>

## Net Cash Flow

- **$72,182**

---

If a revised form is submitted, date of submission: [Blank space for date]
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 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>$1,063,224</td>
<td>$1,084,488</td>
<td>$1,106,178</td>
<td>$1,128,302</td>
<td>$1,150,868</td>
<td>$1,270,651</td>
<td>$1,402,901</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>$1,083,744</td>
<td>$1,105,419</td>
<td>$1,127,527</td>
<td>$1,150,076</td>
<td>$1,173,079</td>
<td>$1,295,174</td>
<td>$1,429,977</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($81,281)</td>
<td>($82,306)</td>
<td>($84,565)</td>
<td>($86,256)</td>
<td>($87,981)</td>
<td>($97,138)</td>
<td>($107,246)</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>$1,002,463</td>
<td>$1,022,512</td>
<td>$1,046,963</td>
<td>$1,063,822</td>
<td>$1,085,098</td>
<td>$1,198,036</td>
<td>$1,322,729</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>$44,600</td>
<td>$45,320</td>
<td>$46,680</td>
<td>$48,080</td>
<td>$49,522</td>
<td>$57,410</td>
<td>$66,554</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$50,123</td>
<td>$51,126</td>
<td>$52,148</td>
<td>$53,191</td>
<td>$54,255</td>
<td>$59,902</td>
<td>$66,136</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>$68,000</td>
<td>$70,040</td>
<td>$72,141</td>
<td>$74,305</td>
<td>$76,535</td>
<td>$88,725</td>
<td>$102,856</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,000</td>
<td>$58,710</td>
<td>$60,471</td>
<td>$62,285</td>
<td>$64,154</td>
<td>$74,372</td>
<td>$86,218</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>$112,500</td>
<td>$115,875</td>
<td>$119,351</td>
<td>$122,932</td>
<td>$126,620</td>
<td>$146,787</td>
<td>$170,166</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>$21,600</td>
<td>$22,248</td>
<td>$22,915</td>
<td>$23,603</td>
<td>$24,311</td>
<td>$28,183</td>
<td>$32,672</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$588,173</td>
<td>$605,317</td>
<td>$622,965</td>
<td>$641,133</td>
<td>$659,835</td>
<td>$761,935</td>
<td>$879,985</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$414,290</td>
<td>$417,195</td>
<td>$419,997</td>
<td>$422,689</td>
<td>$425,263</td>
<td>$436,101</td>
<td>$442,744</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$72,182</td>
<td>$75,087</td>
<td>$77,889</td>
<td>$80,581</td>
<td>$83,155</td>
<td>$93,993</td>
<td>$100,636</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$72,182</td>
<td>$147,269</td>
<td>$225,159</td>
<td>$305,740</td>
<td>$388,895</td>
<td>$831,767</td>
<td>$3,138,339</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.24</td>
<td>1.27</td>
<td>1.29</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 §11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>BARRY KRINSKY</td>
<td>2/26/18</td>
</tr>
</tbody>
</table>

**Phone:** 561-347-3254  
**Email:** BARRY.KRINSKY@CITI.COM

**Signature, Authorized Representative, Syndicator**

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

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<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>$1,263,224</td>
<td>$1,084,488</td>
<td>$1,106,178</td>
<td>$1,128,302</td>
<td>$1,150,868</td>
<td>$1,270,651</td>
<td>$1,402,901</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>$27,070</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,083,744</td>
<td>$1,051,549</td>
<td>$1,127,527</td>
<td>$1,150,078</td>
<td>$1,173,079</td>
<td>$1,295,174</td>
<td>$1,429,977</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$32,261</td>
<td>$32,939</td>
<td>$33,563</td>
<td>$34,204</td>
<td>$34,854</td>
<td>$37,138</td>
<td>$39,729</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>$1,022,463</td>
<td>$1,022,512</td>
<td>$1,042,963</td>
<td>$1,063,822</td>
<td>$1,085,098</td>
<td>$1,198,036</td>
<td>$1,322,729</td>
</tr>
</tbody>
</table>

## EXPENSES

- General & Administrative Expenses: $44,000, $45,320, $46,680, $48,080, $49,522, $51,410, $66,554
- Payroll, Payroll Tax & Employee Benefits: $141,450, $145,694, $150,064, $154,566, $159,203, $184,500, $213,956
- Repairs & Maintenance: $68,000, $70,040, $72,141, $74,305, $76,535, $88,725, $102,856
- Electric & Gas Utilities: $30,000, $30,900, $31,827, $32,782, $33,765, $39,143, $45,378
- Water, Sewer & Trash Utilities: $57,000, $58,710, $60,421, $62,285, $64,154, $74,372, $86,218
- Annual Property Insurance Premiums: $35,000, $36,050, $37,132, $38,245, $39,393, $45,667, $52,941
- Property Tax: $112,500, $119,875, $119,351, $122,932, $126,620, $146,787, $170,166
- Other Expenses: $21,600, $22,248, $22,915, $23,603, $24,311, $28,183, $32,672

## DEBT SERVICE


## ANNUAL NET CASH FLOW

- First Deed of Trust Annual Loan Payment: $72,182, $75,087, $77,889, $80,581, $83,155, $89,993, $100,636
- Second Deed of Trust Annual Loan Payment: $72,182, $75,087, $77,889, $80,581, $83,155, $89,993, $100,636
- Third Deed of Trust Annual Loan Payment: $72,182, $75,087, $77,889, $80,581, $83,155, $89,993, $100,636
- Other Annual Required Payment: $72,182, $75,087, $77,889, $80,581, $83,155, $89,993, $100,636
- Other Annual Required Payment: $72,182, $75,087, $77,889, $80,581, $83,155, $89,993, $100,636

## CUMULATIVE NET CASH FLOW

- Debt Coverage Ratio: 1.21, 1.22, 1.23, 1.24, 1.24, 1.27, 1.29
- Other (Describe):

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(c)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Signature, Authorized Representative, Syndicator**

Printed Name: ___________________________  Date: ________________

Phone: ___________________________  Email: ___________________________

If a revised form is submitted, date of submission: ________________
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 28

Offsite Costs Breakdown

Not Applicable
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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.

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of 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>Detention</td>
<td>$ 2,500.00</td>
<td>114</td>
<td>$ 285,000.00</td>
<td>-</td>
<td>-</td>
<td>$ 285,000</td>
</tr>
<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</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</td>
</tr>
<tr>
<td>On-Site Paving</td>
<td>$ 3,500.00</td>
<td>114</td>
<td>$ 399,000.00</td>
<td>-</td>
<td>-</td>
<td>$ 399,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 3,025.00</td>
<td>114</td>
<td>$ 344,850.00</td>
<td>-</td>
<td>-</td>
<td>$ 344,850</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</td>
</tr>
</tbody>
</table>

Total: $1,342,350

Signature of Registered Engineer: [Signature]

Printed Name: DANIEL SCOTT, P.E.

Date: 2/27/2018

If a revised form is submitted, date of submission: [Blank]
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 30

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>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>$1,820,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,820,000</td>
</tr>
</tbody>
</table>

| **OFF-SITES** |  |
| Off-site concrete |  |
| Storm drains & devices |  |
| Water & fire hydrants |  |
| Off-site utilities |  |
| Sewer lateral(s) |  |
| Off-site paving |  |
| Off-site electrical |  |
| Other (specify) - see footnote 1 |  |
| Other (specify) - see footnote 1 |  |
| **Subtotal Off-Sites Cost** | $0 |

| **SITE WORK** |  |
| Demolition |  |
| Asbestos Abatement (Demolition Only) |  |
| Detention | $285,000 |
| Rough grading | $205,200 |
| Fine grading |  |
| On-site concrete |  |
| On-site electrical |  |
| On-site paving |  |
| On-site utilities |  |
| Decorative masonry |  |
| Bumper stops, striping & signs |  |
| Other (specify) - see footnote 1 |  |
| **Subtotal Site Work Cost** | $1,342,350 |

| **SITE AMENITIES** |  |
| Landscaping |  |
| Pool and decking |  |
| Athletic court(s), playground(s) |  |
| Fencing |  |
| Other (specify) - see footnote 1 |  |
| **Subtotal Site Amenities Cost** | $376,200 |
### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Other Specify</th>
<th>Monroe Crossing Contractors, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>656,640</td>
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<tr>
<td>Masonry</td>
<td>456,000</td>
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</tr>
<tr>
<td>Metals</td>
<td>96,900</td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,385,450</td>
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<tr>
<td>Thermal and Moisture Protection</td>
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</tr>
<tr>
<td>Roof Covering</td>
<td>205,200</td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>114,000</td>
<td></td>
</tr>
<tr>
<td>Finishes</td>
<td>877,800</td>
<td></td>
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<tr>
<td>Specialties</td>
<td>148,200</td>
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<tr>
<td>Conveying Systems (Elevators)</td>
<td>182,400</td>
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<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,045,380</td>
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<tr>
<td>Electrical</td>
<td>812,250</td>
<td></td>
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<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
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<tr>
<td>Carports and/or Garages</td>
<td>85,500</td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
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<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) - see footnote 1</td>
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</table>

**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Other Specify</th>
<th>Monroe Crossing Contractors, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8,262,720</td>
</tr>
</tbody>
</table>

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

|               | $77.65 psf | $8,262,720 |

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

<table>
<thead>
<tr>
<th>Other Specify</th>
<th>Monroe Crossing Contractors, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$9,981,270</td>
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**Contingency**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5.70%</td>
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</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>Other Specify</th>
<th>Monroe Crossing Contractors, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,550,202</td>
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</table>

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Other Specify</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,397,377</td>
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</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Other Specify</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$11,947,579</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

|               | $0.00 psf | $11,947,579 |

---

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
<th>Provider/Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>160,000</td>
<td>160,000</td>
<td>Mucasey &amp; Associates</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>30,000</td>
<td>30,000</td>
<td>Cobb Fendly/Sappington Engineering</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>170,000</td>
<td>170,000</td>
<td>Cohen Reznick, LLP</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>48,000</td>
<td>48,000</td>
<td>City of Houston</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
<td>City of Houston</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>60,000</td>
<td>60,000</td>
<td>TBD</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td>75,000</td>
<td>75,000</td>
<td>Affordable Market Analyst</td>
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<td>Appraisal</td>
<td>7,500</td>
<td>7,500</td>
<td>Murillo &amp; Company</td>
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<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
<td>Murillo &amp; Company</td>
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<tr>
<td>Environmental assessment</td>
<td>7,500</td>
<td>7,500</td>
<td>Total Surveyors</td>
</tr>
<tr>
<td>Soils report</td>
<td>35,000</td>
<td>35,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Survey</td>
<td>40,000</td>
<td>40,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>135,000</td>
<td>135,000</td>
<td>Moon Shepherd Baker Insurance Com</td>
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<tr>
<td>Real property taxes</td>
<td>120,000</td>
<td>120,000</td>
<td>Harris County/Pasadena ISD</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
<td>Tom Johnson - Land Brokerage fee</td>
</tr>
<tr>
<td>Land Brokerage Fee</td>
<td>75,000</td>
<td>75,000</td>
<td>soft cost contingency</td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>68,485</td>
<td>68,485</td>
<td>soft cost contingency</td>
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<tr>
<td>Subtotal Soft Cost</td>
<td>$1,054,485</td>
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<td>$1,054,485</td>
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## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
<th>Provider/Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>1,419,067</td>
<td>774,309</td>
<td>Citi Bank, NA</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>113,869</td>
<td>113,869</td>
<td>Citi Bank, NA</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>90,000</td>
<td>90,000</td>
<td>Land America Charter Title</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>130,000</td>
<td>130,000</td>
<td>Coats Rose</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>10,000</td>
<td>10,000</td>
<td>Resolution, Inc - Brokerage fee, Equity Placement</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
<td>Loan app fee, HFC app fee</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
<td>0</td>
<td>Resolution, Inc - Brokerage fee, Equity Placement</td>
</tr>
<tr>
<td>Mortgage Brokerage Commission</td>
<td>180,000</td>
<td>90,000</td>
<td>Resolution, Inc - Brokerage fee, Equity Placement</td>
</tr>
<tr>
<td>HFC application fee, Loan App, contingency</td>
<td>60,800</td>
<td>60,800</td>
<td>Resolution, Inc - Brokerage fee, Equity Placement</td>
</tr>
</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
<th>Provider/Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>50,000</td>
<td></td>
<td>Citi Bank, NA</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td>Coats Rose</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>30,000</td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>75,000</td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Mortgage Brokerage Commission</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
<th>Provider/Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td>Brokerage Commission- Resolution, Inc.</td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>75,000</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>15,000</td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>20,000</td>
</tr>
<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>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $2,288,736

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>50,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>285,421</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,805,236</td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: $2,140,657

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</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>62,197</td>
</tr>
</tbody>
</table>

Subtotal Reserves: $337,197

### TOTAL HOUSING DEVELOPMENT COSTS

Subtotal: $19,588,654

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)

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>$0</th>
<th>$16,411,699</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
<td>$21,335,209</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
<td>79%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$16,877,819</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td></td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

|                | $1,519,004 | $0 | $1,519,004 |

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

**Requested Score for 11.9(e)(2)**

- 12

Name of contact for Cost Estimate: Dwayne Henson Investments, Inc.

Phone Number for Contact: 713-334-5808

If a revised form is submitted, date of submission: 

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Tax credit fees</td>
<td>75,000</td>
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<td>Tax and/or bond counsel</td>
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<tr>
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</tr>
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</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>20,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>20,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $2,288,736

### DEVELOPER FEES

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<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
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Subtotal Developer Fees: $2,140,657

### RESERVES

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<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<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>62,197</td>
</tr>
</tbody>
</table>

Subtotal Reserves: $337,197

### TOTAL HOUSING DEVELOPMENT COSTS

Subtotal: $19,588,654

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)

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>$0</th>
<th>$16,411,699</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
<td>$21,335,209</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
<td>79%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$16,877,819</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td></td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

|                | $1,519,004 | $0 | $1,519,004 |

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

**Requested Score for 11.9(e)(2)**

- 12

Name of contact for Cost Estimate: Dwayne Henson Investments, Inc.

Phone Number for Contact: 713-334-5808

If a revised form is submitted, date of submission: 

---
APPLICANT: MONROE CROSSING, LP
TDHCA # 18161

Tab 31

Financing Narrative and Summary of Sources and Uses
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
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<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
<td>Amortization</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>Citi Bank, NA</td>
<td>Conventional Loan</td>
<td>$15,182,514 Libor+3.5</td>
<td>1st</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston Capital</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,789,721</td>
<td>$13,948,605</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston Housing Finance Corp</td>
<td>Local Government Grant</td>
<td>$1,000</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Grant</td>
<td>$500</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Monroe Crossing Developers, LLC</td>
<td>$1,614,919</td>
<td>$638,549</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$19,588,654</td>
<td>$19,588,654</td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$19,588,654</td>
<td>$19,588,654</td>
<td></td>
</tr>
</tbody>
</table>
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The total development cost for Monroe Crossing is estimated at $19,588,654. The development will be funded through a construction loan from Citi Bank; tax credits through TDHCA; Equity contributions from Boston Capital, a grant from Houston Housing Finance Corp in the amount of $1,000, a grant from City of Houston in the amount of $500 and lastly deferred developer fee. The largest portion of the financing for the development will be the equity from sale of housing tax credits. The required amount of tax credits will result 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 33). The next largest piece of funding will be construction/permanent loan by Citi Bank, NA. (please see Citi Bank term sheet behind Tab 35). The construction loan of $15,182,514 will have a term of 30 months from closing with floating interest rate. This again will be funded by progress construction draws during construction. The construction loan will have a conversion component. The permanent loan of

Describe the replacement reserves:

At permanent conversion the development will fund a replacement reserve in the amount of $250 per unit per year.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments:

The development construction period budget includes Rent-up reserves of $75,000 to be used for interest carry and $62,197 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>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BARRY KRINSKY</td>
<td>2/26/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>561-347-3254</td>
<td>BARRY <a href="mailto:KRINSKY@CITI.COM">KRINSKY@CITI.COM</a></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 32

HOME – Financial Capacity & Construction Oversight

Not Applicable
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 33

Matching Funds (HOME)

Not Applicable
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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>
<th>Houston Housing Finance Corp</th>
</tr>
</thead>
</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>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<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))

<table>
<thead>
<tr>
<th>Percent of Units restricted to serve households at or below 30% of AMGI</th>
<th>7.89%</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>7.66%</td>
</tr>
</tbody>
</table>

**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
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 35

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
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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 INCOME</td>
<td>$1,063,224</td>
<td>$1,084,488</td>
<td>$1,106,178</td>
<td>$1,128,302</td>
<td>$1,150,868</td>
<td>$1,270,651</td>
<td>$1,402,901</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>$1,083,744</td>
<td>$1,105,419</td>
<td>$1,127,527</td>
<td>$1,150,078</td>
<td>$1,173,079</td>
<td>$1,295,174</td>
<td>$1,429,977</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(81,281)</td>
<td>$(82,906)</td>
<td>$(84,565)</td>
<td>$(86,256)</td>
<td>$(87,981)</td>
<td>$(97,138)</td>
<td>$(107,246)</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>$1,002,463</td>
<td>$1,022,512</td>
<td>$1,042,963</td>
<td>$1,063,822</td>
<td>$1,085,098</td>
<td>$1,198,036</td>
<td>$1,322,729</td>
</tr>
</tbody>
</table>

| EXPENSES                             |          |          |          |          |          |          |          |
| General & Administrative Expenses    | $44,000  | $45,320  | $46,680  | $48,080  | $49,522  | $57,410  | $66,554  |
| Management Fee                       | $50,123  | $51,126  | $52,148  | $53,191  | $54,255  | $59,902  | $66,136  |
| Payroll, Payroll Tax & Employee Benefits | $141,450 | $145,694 | $150,064 | $154,566 | $159,203 | $184,560 | $213,956 |
| Repairs & Maintenance                | $68,000  | $70,040  | $72,141  | $74,305  | $76,535  | $88,725  | $102,856 |
| Electric & Gas Utilities             | $30,000  | $30,900  | $31,827  | $32,782  | $33,765  | $39,143  | $45,378  |
| Water, Sewer & Trash Utilities      | $57,000  | $58,710  | $60,471  | $62,285  | $64,154  | $74,372  | $86,218  |
| Property Tax                         | $35,000  | $36,050  | $37,132  | $38,245  | $39,393  | $45,667  | $52,941  |
| Property Tax                         | $112,500 | $115,875 | $119,351 | $122,932 | $126,620 | $146,787 | $170,166 |
| Reserve for Replacements             | $28,500  | $29,355  | $30,236  | $31,143  | $32,077  | $37,186  | $43,109  |
| Other Expenses                       | $21,600  | $22,248  | $22,915  | $23,603  | $24,311  | $28,183  | $32,672  |
| TOTAL ANNUAL EXPENSES                | $588,173 | $605,317 | $622,965 | $641,133 | $659,835 | $761,935 | $879,985 |
| NET OPERATING INCOME                 | $414,290 | $417,195 | $419,997 | $422,689 | $425,263 | $436,101 | $442,744 |

### DEBT SERVICE

| 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

| ANNUAL NET CASH FLOW | $72,182 | $75,087 | $77,889 | $80,581 | $83,155 | $93,993 | $100,636 |

### CUMULATIVE NET CASH FLOW

| CUMULATIVE NET CASH FLOW | $72,182 | $147,269 | $225,159 | $305,740 | $388,895 | $831,767 | $1,318,339 |

### Debt Coverage Ratio

| Debt Coverage Ratio | 1.21 | 1.22 | 1.23 | 1.24 | 1.24 | 1.27 | 1.29 |

| Other (Describe) |          |          |          |          |          |          |          |
| Other (Describe) |          |          |          |          |          |          |          |

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 |
| Printed Name | Email: BARRY.KRINSKY@CITI.COM |
| Date: 2/26/18 |

**Signature, Authorized Representative, Syndicator**

If a revised form is submitted, date of submission: [ ]
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
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<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
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<tbody>
<tr>
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<td>$1,263,224</td>
<td>$1,084,488</td>
<td>$1,106,178</td>
<td>$1,128,302</td>
<td>$1,150,868</td>
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<td>$22,212</td>
<td>$24,523</td>
<td>$27,076</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,083,704</td>
<td>$1,054,358</td>
<td>$1,127,527</td>
<td>$1,150,078</td>
<td>$1,173,879</td>
<td>$1,195,174</td>
<td>$1,429,977</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>$1,060,943</td>
<td>$1,022,512</td>
<td>$1,042,963</td>
<td>$1,063,822</td>
<td>$1,085,098</td>
<td>$1,198,036</td>
<td>$1,322,729</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$44,000</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$50,123</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,450</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,000</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$30,000</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,000</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,000</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$12,500</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$28,500</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$21,600</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$588,173</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$342,108</td>
</tr>
<tr>
<td>Second Deed of Trust Loan Payment</td>
<td>$342,108</td>
</tr>
<tr>
<td>Third Deed of Trust Loan Payment</td>
<td>$342,108</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$342,108</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$342,108</td>
</tr>
</tbody>
</table>

| ANNUAL NET CASH FLOW | $72,182 |
| CUMULATIVE NET CASH FLOW | $72,182 |
| Debt Coverage Ratio | 1.72 |
| Other (Describe) | |
| Other (Describe) | |

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name

Date

Email:

Phone:

If a revised form is submitted, date of submission:
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Letter from Lender regarding approval of Principals
February 26, 2018

Resolution Real Estate Services, LLC
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: Monroe Crossings Senior, 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 Monroe Crossing GP, LLC, the General Partner of Monroe Crossing, LP
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)

Monroe Crossings Senior
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 “Monroe Crossings Senior.” (“Property”)

Set-Asides:
8% of the units are reserved seniors whose income is no greater than 30% of Area Median Income (“AMI”), 32% of the units are reserved for seniors whose income is no greater than 50% of AMI, 39% of the units are reserved for seniors whose income is no greater than 60% of AMI, and 21% of the units will be market rate.

Applicant:
Monroe Crossing, 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 $15,182,514, 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, 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 rate of 6.00% which is currently in effect. 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): $TBD/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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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>
<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
Commitment Letters for Interim and Permanent Financing
February 26, 2018

Resolution Real Estate Services, LLC
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: Monroe Crossings Senior, 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 Monroe Crossing GP, LLC, the General Partner of Monroe Crossing, LP
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)

Monroe Crossings Senior
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 “Monroe Crossings Senior.” (“Property”)

**Set-Asides:**
8% of the units are reserved seniors whose income is no greater than 30% of Area Median Income (“AMI”), 32% of the units are reserved for seniors whose income is no greater than 50% of AMI, 39% of the units are reserved for seniors whose income is no greater than 60% of AMI, and 21% of the units will be market rate.

**Applicant:**
Monroe Crossing, 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 $15,182,514, 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 rate of 6.00% which is currently in effect. 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).
**Term Sheet - CITI Taxable Construction Loan and a Freddie Mac Taxable Permanent Loan**

**Monroe Crossings Senior (Houston, TX)**

**February 26, 2018**

**Page 6**

<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>$TBD/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”).

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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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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>
<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*
Evidence of Equity Funding
February 26, 2018

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

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

Dear Cheryl:

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. Cheryl L. Henson  
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

Monroe Crossing, LP  
Monroe Crossing GP, LLC, the GP

J. Steve Ford, Manager

as General Partner

TX201 SHORT FORM  
Boston, MA 02108-4406  
Phone: 617-624-8900  
Fax: 617-624-8999
Evidence of Funding from Local Political Subdivision

- Commitment for grant from City of Houston
- Commitment of grant from Houston Housing Finance Corp
February 15, 2018

William D. Henson
1500 N. Post Oak Rd, Suite 190
Houston, TX 77055

RE: Conditional Grant Commitment
TDHCA Application no. 18161
Monroe Crossing

Dear Mr. Henson:

This letter represents the Housing and Community Development Department's conditional grant commitment to support eligible pre-development costs for the above referenced property subject to the terms and conditions listed below. The City of Houston ("City") affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. **APPLICANT:** Monroe Crossing, LP

2. **TOTAL GRANT AMOUNT:** $500

3. **COMMITMENT CANCELLATION:** This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA's termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2018 award of tax credits from TDHCA

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant or to any other party.
Should you have any questions, please do not hesitate to call.

CITY OF HOUSTON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

By: Ray Miller, Executive Staff Analyst

ACCEPTED AND AGREED:

Monroe Crossing, LP

By: William D. Henson

Date: 2-20-2018

Name: William D. Henson
Title: Manager of General Partner of Monroe Crossing, LP.
February 20, 2018

William D. Henson
Monroe Crossing, LP
2121 Kirby Drive, Unit 68
Houston, TX 77043

RE: Conditional Grant Commitment for Monroe Crossing

Dear Mr. Hansen:

This letter represents the Houston Housing Finance Corporation's ("HHFC") conditional grant commitment to support eligible pre-development costs for the above referenced property subject to the terms and conditions listed below. The HHFC is a Texas public non-profit corporation formed by the City of Houston pursuant to the Texas Housing Finance Corporation Act, Chapter 394 of the Texas Local Government Code. The HHFC affirms and attests that any funds herein committed were not first provided to the HHFC by the applicant, the developer, consultant, related party or any individual or entity acting on behalf of the proposed applicant.

1. **APPLICANT:** Monroe Crossing, LP

2. **TOTAL GRANT AMOUNT:** $1,000.00

3. **COMMITMENT CANCELLATION:** This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA's termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a City of Houston approved support resolution within the time period required by the QAP, or d) failure to receive a 2018 award of tax credits from TDHCA.

4. Applicant represents and warrants that the subject property is located within the city limits of Houston.

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant to any other party.

Should you have any questions, please do not hesitate to call.

**HOUSTON HOUSING FINANCE CORPORATION**

By: [Signature]

Jeffrey V. Smith, Executive Director

www.HoustonHFC.com
ACCEPTED AND AGREED:

MONROE CROSSING, LP

By: William D. Henson
Name: William D. Henson
Title: Manager of Monroe Crossing GP, LLC, the General Partner

Date: 2-23-18
Sponsor Characteristics

- Dwayne Henson Investments, Inc. HUB Certificate
  - HUB Plan
  - Experience Certificate
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - **No**  
     If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes**  
     If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes**  
     The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: **40.000%**
     - Cash flow from operations: **40.000%**
     - Developer Fee: **40.000%**
     - Total: **120.00%**
   - **Yes**  
     The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - **Yes**  
     The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
   - **X** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - **X** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** **2**

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - **☐** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **☐** A nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - **☐** No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - **☐** 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/cmbli/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

DWAYNE HENSON INVESTMENTS, 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 19-MAY-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbli/cmbilhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15
Dwayne Henson Investments, Inc., (DHI) established since 1980, a certified HUB and 50% member of Monroe Crossing GP, LLC, the General Partner of Monroe Crossing, LP has over 37 years of experience directly related to Construction, Development, Financing and Compliance in the housing industry. DHI has developed over 600 low income tax credit units in Texas (see previous participation schedule) while the principals of DHI, Cheryl Henson, William D Henson, Laura Henson, and Pamela Henson, and their affiliated companies have developed and/or financed approximately 30,000 units with current ownership of over 2,300 units in the state of Texas. Furthermore, Cheryl Henson, President and William D. Henson, Vice-President of DHI, will materially participate in all aspects of the construction, development, financing and compliance of Monroe Crossing. In the capacity of the general partner, sponsor, developer, and decision maker of Monroe Crossing the responsibilities of DHI 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
February 21, 2014

Mr. William D. Henson
2121 Kirby Drive, Unit 68
Houston, Texas 77019

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Henson:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Cameron T. Dorsey
Director of Multifamily Finance
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

TAB 37

Applicant & Developer Ownership Chart
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include date of submission!
DEVELOPER
Monroe Crossing Developers, LLC
(a to-be formed Texas limited liability company)

Monroe Crossing Developers, LLC
(a to-be formed Texas limited liability company)
William D. Henson - Manager
J. Steve Ford - Manager
Cheryl L. Henson - Manager

Resolution Real Estate Services, LLC
18% Member
J. Steve Ford Guarantor
Member/Manager 50% Ownership
Cynthia Ford
Member/Manager 50% Ownership

Cheryl L. Henson
President - 16% Shareholder

Dwayne Henson Investments, Inc
(Certified HUB) 40% member
William D. Henson Guarantor
VP - 33% Shareholder
Pamela G. Henson
VP - 16% Shareholder
Laura Henson
VP - 16% Shareholder

Bellbeacon, LLC
6.50% Member
Jill Ford Wright
Sole Member

Beryllium Services, LLC
6.5% Member
John S. Ford
Sole Member

Vin Capital Resources, LLC
Certified HUB 6.50% Member
Carrie Ford Compton
Sole Member

JFB Properties, LLC
12.50% member
Jeremy Bartholomew
Sole Member

Brian Downey Investments, LLC
10% Member
Brian Downey
Sole Member
APPLICANT
MONROE CROSSING, LP
(a to-be formed Texas limited partnership)
GUARANTORS

J. Steve Ford
William D. Henson
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: Monroe Crossing GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 2121 Kirby Drive, Unit 68</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77019</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
<td>Monroe Crossing GP, LLC</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: N/A</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 7133345808</td>
<td>Email: <a href="mailto:wd_henson@hotmail.com">wd_henson@hotmail.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>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. Dwayne Investments, Inc.</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Resolution Real Estate Services, LLC</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
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<tr>
<td>3. Vin Capital Resources, LLC</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>4. JFB Properties, LLC</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>5. Beryllium Services, LLC</td>
<td>TDHCA Experience: Yes</td>
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<td>6. Bellbeacon, LLC</td>
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<tr>
<td>7. Brian Downey Investments, LLC</td>
<td>TDHCA Experience: No</td>
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<td>8.</td>
<td>TDHCA Experience:</td>
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<td>9.</td>
<td>TDHCA Experience:</td>
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<th>Org. 1.1</th>
<th>Organization Legal Name: Dwayne Henson Investments, Inc.</th>
<th>Role/Title</th>
<th>Member of GP</th>
</tr>
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<tbody>
<tr>
<td>Address: 2121 Kirby Drive, Unit 68</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77019</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
<td>Monroe Crossing GP, LLC</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 7133345808</td>
<td>Email: <a href="mailto:wd_henson@hotmail.com">wd_henson@hotmail.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>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. Cheryl L. Henson</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>2. William D. Henson</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>3. Laura Henson</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>4. Pamela G. Henson</td>
<td>TDHCA Experience: Yes</td>
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<td>5.</td>
<td>TDHCA Experience:</td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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<th>Org. 1.2</th>
<th>Organization Legal Name: Resolution Real Estate Services, LLC</th>
<th>Role/Title</th>
<th>Member of GP</th>
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<td>Address: 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>
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<td></td>
<td>Monroe Crossing GP, LLC</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 1/23/97</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 7133345514</td>
<td>Email: <a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. J. Steve Ford</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2. Cynthia Ford</td>
<td>TDHCA Experience: Yes</td>
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<td>3.</td>
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<tr>
<td>Org.</td>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>City</td>
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<tr>
<td>Org.</td>
<td>William D. Henson</td>
<td>Limited Partner</td>
<td>Houston</td>
</tr>
<tr>
<td>Org.</td>
<td>J. Steve Ford</td>
<td>Guarantor</td>
<td>Houston</td>
</tr>
<tr>
<td>Org.</td>
<td>Monroe Crossing Developers, LLC</td>
<td>Developer</td>
<td>Houston</td>
</tr>
</tbody>
</table>

**Address:**
- William D. Henson: 2121 Kirby Drive Unit 68
- J. Steve Ford: 1500 North Post Oak Road, Suite 190
- Monroe Crossing Developers, LLC: 1500 North Post Oak Road, Suite 190

**Name(s) of Entities the Organization Owns or Controls:**
- William D. Henson: Dwayne Henson Investments, Inc.
- J. Steve Ford: Resolution Real Estate Services, LLC, JFB Properties, LLC
- Monroe Crossing Developers, LLC: Dwayne Henson Investments, Inc., Resolution Real Estate Services, LLC, JFB Properties, LLC

**Organization legally formed:**
- William D. Henson: Yes
- J. Steve Ford: Yes
- Monroe Crossing Developers, LLC: No

**Date formed:**
- William D. Henson: TBD
- J. Steve Ford: TBD
- Monroe Crossing Developers, LLC: TBD

**Previous TDHCA Experience:**
- William D. Henson: Yes
- J. Steve Ford: Yes
- Monroe Crossing Developers, LLC: No

**Phone:**
- William D. Henson: 7133345808
- J. Steve Ford: 7133345514
- Monroe Crossing Developers, LLC: 7133345514

**Email:**
- William D. Henson: wd_henson@hotmail.com
- J. Steve Ford: steve@resolutioninc.net
- Monroe Crossing Developers, LLC: steve@resolutioninc.net

**Organization is identified on Org. Chart:**
- William D. Henson: Yes
- J. Steve Ford: Yes
- Monroe Crossing Developers, LLC: Yes

**Ability to exercise Control over the Development:**
- William D. Henson: Yes
- J. Steve Ford: Yes
- Monroe Crossing Developers, LLC: Yes

**List of Sub-Entities or Principals:**
1. Dwayne Henson Investments, Inc.
2. Resolution Real Estate Services, LLC
3. JFB Properties, LLC
4. Vin Capital Resources, LLC
5. Beryllium Services, LLC
6. Bellbeacon, LLC
7. Brian Downey Investments, LLC
8. 
9. 

**Address:**
- William D. Henson: 1500 North Post Oak Road, Suite 190
- J. Steve Ford: 1500 North Post Oak Road, Suite 190
- Monroe Crossing Developers, LLC: 1500 North Post Oak Road, Suite 190
<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Member of GP</th>
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<td>1.3</td>
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<tr>
<td>Address: 1500 North Post Oak Road, Suite 190</td>
<td>City: Houston</td>
<td>State: TX Zip: 77055</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Monroe Crossing GP, LLC</td>
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<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/15/11</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 7133345514</td>
<td>Email: <a href="mailto:jeremy@enco.re">jeremy@enco.re</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. Carrie Ford Compton</td>
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<tr>
<td>1.4</td>
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<tr>
<td>Address: 1500 N Post Oak Road, Suite 190</td>
<td>City: Houston</td>
<td>State: TX Zip: 77055</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Monroe Crossing GP, LLC</td>
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<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/27/14</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 7133345514</td>
<td>Email: <a href="mailto:jeremy@enco.re">jeremy@enco.re</a></td>
</tr>
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<td>Organization is identified on Org. Chart: Yes</td>
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<tr>
<td>1. Jeremy Bartholomew</td>
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<td>Address: 1500 North Post Oak Road, Suite 190</td>
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<td>State: TX Zip: 77055</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Monroe Crossing GP, LLC</td>
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<td>Date formed: 5/9/03</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 7133345514</td>
<td>Email: <a href="mailto:john@enco.re">john@enco.re</a></td>
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<td>Organization Legal Name:</td>
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<td>Role/Title</td>
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APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 39

Previous Participation Forms for:

Dwayne Henson Investments, Inc.
  Cheryl L. Henson
  William D. Henson
  Laura Henson
  Pamela G. Henson
Resolution Real Estate Services, LLC
  J. Steve Ford
  Cynthia Ford
Brian Downey Investments, LLC
  Brian Downey
JFB Properties, LLC
  Jeremy Bartholomew
Vin Capital Resources, LLC
  Carrie Ford Compton
Beryllium Services, LLC
  John S. Ford
Bellbeacon, LLC
  Jill Ford Wright
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: Dwayne Henson Investments, Inc. (DHI, Inc) Member of Monroe Crossing GP, LLC, the General Partner

Email Address: wd_henson@hotmail.com

City & State of Home Addr: 2121 Kirby Drive, Unit 68, Houston, Texas 77019

Applicant Legal Name: Monroe Crossing, LP

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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<th>TDHCA ID#</th>
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<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<td>Hitchcock</td>
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<td>Hitchcock</td>
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<td>HTC, MRB</td>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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</table>
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Cheryl L. Henson, Limited Partner, President of Dwayne Henson Investments, Inc. (member of GP)
Email Address: cherylhenson7@hotmail.com
City & State of Home Addr: 2121 Kirby Drive, Unit 68, Houston, Texas 77019
Applicant Legal Name: Monroe Crossing, 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: William D. Henson, Manager of GP, Guarantor & VP of DHI, Inc (member of GP)
Email Address: wd_henson@hotmail.com
City & State of Home Addr: 2121 Kirby Drive, Unit 68, Houston, Texas 77019
Applicant Legal Name: Monroe Crossing, LP

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Person/Role: Laura Henson, VP of Dwayne Henson Investments, Inc. (Member of GP)

Email Address: wd_henson@hotmail.com

City & State of Home Addr: 2121 Kirby Drive, Unit 68, Houston, Texas 77019

Applicant Legal Name: Monroe Crossing, LP

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**Person/Role:** Pamela G. Henson, VP of Dwayne Henson Investments, Inc. (Member of GP)

**Email Address:** wd_henson@hotmail.com

**City & State of Home Addr:** 2121 Kirby Drive, Unit 68, Houston, Texas 77019

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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.

   ![Check box]

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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Previous Participation Form

Form must be completed separately for each entity (i.e., person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: J. Steve Ford, Vice President of RRES, the Member of Monroe Crossing GP, LLC, the GP

Email Address: steve@resolutioninc.net

City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055

Applicant Legal Name: Monroe Crossing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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Person/Role: Cynthia Ford, Manager of RRES, LLC, the member of Monroe Crossing GP, LLC
Email Address: cyndiford@me.com
City & State of Home Addr: 1500 North Post Oak Road, Suite 190; Houston; TX 77055
Applicant Legal Name: Monroe Crossing, LP

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Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Brian Downey Investments, LLC (member of Monroe Crossing GP, LLC, the GP)
Email Address: briandhi@hotmail.com
City & State of Home Addr: 27963 Deer Run St; Montgomery, Texas 77356
Applicant Legal Name: Monroe Crossing

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
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**Person/Role:** Brian Downey, sole member of Brian Downey Investments, LLC (member of Monroe Crossing GP, LLC, 

**Email Address:** briandhi@hotmail.com

**City & State of Home Addr:** 27963 Deer Run St; Montgomery, Texas 77356

**Applicant Legal Name:** Monroe Crossing

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Person/Role: JFB Properties, LLC (JFB) Member of Monroe Crossing GP, LLC, the General Partner

Email Address: jeremy@enco.re

City & State of Home Addr: 1500 North Post Oak Road, Suite 190, Houston, Texas 77055

Applicant Legal Name: Monroe Crossing, 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 Monroe Crossing GP, LLC, the General Partner

**Email Address:** jeremy@enco.re

**City & State of Home Addr:** 1500 North Post Oak Road, Suite 190, Houston, Texas 77055

**Applicant Legal Name:** Monroe Crossing, LP

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Person/Role: Vin Capital Resources, LLC (VIN)/Carrie Ford Compton, Member of Monroe Crossing GP, LLC, the GP

Email Address: carrie@encoreresidential.net

City & State of Home Addr: 1500 North Post Oak Road, Suite 190

Applicant Legal Name: Monroe Crossing, LP

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<tr>
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<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Carrie Ford Compton Manager of VIN, Member of Monroe Crossing GP, LLC, the GP

Email Address: carrie@encoreresidential.net

City & State of Home Addr: 1500 North Post Oak Rd, Suite 190

Applicant Legal Name: Monroe Crossing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>96080</td>
<td>Wood Bayou</td>
<td>Houston</td>
<td>HTC</td>
<td>Jun-17</td>
<td>Current</td>
</tr>
<tr>
<td>10227</td>
<td>Tarrington Court</td>
<td>Houston</td>
<td>HTC</td>
<td>Oct-15</td>
<td>Current</td>
</tr>
<tr>
<td>9313</td>
<td>Hampshire Court</td>
<td>Pasadena</td>
<td>HTC</td>
<td>Jan-13</td>
<td>Current</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Other:</td>
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</tr>
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Person/Role: Berylium Services, LLC, Member of Monroe Crossing GP, LLC, the GP
Email Address: john@enco.re
City & State of Home Addr: 1500 North Post Oak Raod, Suite 190
Applicant Legal Name: Monroe Crossing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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   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>
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<th>WAP</th>
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</thead>
<tbody>
<tr>
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<td>PWD</td>
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</tr>
<tr>
<td>Other:</td>
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Person/Role: John Ford (Manager of Berylium), Member of Monroe Crossing GP, LLC, the GP
Email Address: john@enco.re
City & State of Home Addr: 1500 North Post Oak Rd, Suite 190
Applicant Legal Name: Monroe Crossing, 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>Houston</td>
<td>HTC</td>
<td>Oct-15</td>
<td>Current</td>
</tr>
<tr>
<td>099066/07</td>
<td>377 Villas of Brownwood</td>
<td>Brownwood</td>
<td>HTC Exchange</td>
<td>Dec-09</td>
<td>Current</td>
</tr>
<tr>
<td>07242/097</td>
<td>Paseo De Paz</td>
<td>Kerrville</td>
<td>HTC/TCAP</td>
<td>Feb-06</td>
<td>Feb-16</td>
</tr>
<tr>
<td>12500</td>
<td>Villas of Brownwood II</td>
<td>Brownwood</td>
<td>Home</td>
<td>Mar-13</td>
<td>Current</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Bellbeacon, LLC, Member of Monroe Crossing GP, LLC, the GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jill@enco.re">jill@enco.re</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>1500 North Post Oak Rd, Suite 190</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Monroe Crossing, LP</td>
</tr>
</tbody>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td>Other:</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Person/Role: Jill Ford Wright Manager of Bellbeacon, Member of Monroe Crossing GP, LLC, the GP
Email Address: jill@enco.re
City & State of Home Addr: 1500 North Post Oak Rd, Suite 190
Applicant Legal Name: Monroe Crossing, LP

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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Tab 40

Nonprofit Participation

Not Applicable
## Nonprofit Participation

### Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- **Organization Name:** N/A
- **Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?**
- **If no to the question above, what is its current legal status?**
- **Date of legal formation of Nonprofit Organization:**
- **1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**
  - **If "Yes", will this nonprofit organization Control the Applicant?**
  - **What is the ownership percentage of this nonprofit organization?**
- **2) Describe the nonprofit’s participation:**
- **3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**
- **4) Will the nonprofit receive part of the development fees paid in connection with the development?**
  - **If "Yes," explain:**
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)
Tab 42

Development Team Members Form
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monroe Crossing Developers, LLC</td>
<td>J. Steve Ford</td>
<td>(713) 334-5514</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
<td>$1,784,141.00</td>
<td>TBD</td>
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</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Housing General Contractor:

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<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monroe Crossing Contractors, LLC</td>
<td>William D. Henson</td>
<td>(713) 334-5808</td>
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</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
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<tr>
<td><a href="mailto:wd_henson@hotmail.com">wd_henson@hotmail.com</a></td>
<td>$1,197,752.00</td>
<td>TBD</td>
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<table>
<thead>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
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<td>No</td>
<td>Yes</td>
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</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same as Housing General Contractor</td>
<td>(713) 334-5808</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:wd_henson@hotmail.com">wd_henson@hotmail.com</a></td>
<td>Included in GC fees</td>
<td>76-0162074</td>
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<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwayne Henson Investments, Inc.</td>
<td>William D. Henson</td>
<td>(713) 334-5808</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><a href="mailto:wd_henson@hotmail.com">wd_henson@hotmail.com</a></td>
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</tbody>
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### Architect:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mucasey &amp; Associates</td>
<td>Mark Mucasey</td>
<td>(713) 521-1233</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:markm@mucaseyarchitect.com">markm@mucaseyarchitect.com</a></td>
<td>$160,000.00</td>
<td>76-0302846</td>
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<table>
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<tbody>
<tr>
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<td>No</td>
</tr>
<tr>
<td>Role</td>
<td>Name</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Engineer</td>
<td>Bob Coe</td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Affordable Market Analyst</td>
</tr>
<tr>
<td>Appraiser</td>
<td>TBD</td>
</tr>
<tr>
<td>Attorney</td>
<td>Barry Palmer</td>
</tr>
<tr>
<td>Accountant</td>
<td>Amy Blocker</td>
</tr>
</tbody>
</table>
### Property Manager:

<table>
<thead>
<tr>
<th>DayRise Residential Management Company</th>
<th>SuAnn Tinsley</th>
<th>(713) 784-6200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:stinsley@dayrise.com">stinsley@dayrise.com</a></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>Proposed Fee</td>
<td>5% of gross collection</td>
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<tr>
<td>Tax ID Number (TIN)</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<td></td>
</tr>
<tr>
<td><strong>Title Company</strong></td>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
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</tr>
<tr>
<td>Land America Charter Title Company</td>
<td>Gary Carr</td>
<td>(713) 222-6060</td>
</tr>
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</tr>
<tr>
<td>Total Surveyor</td>
<td>Kevin Kolb</td>
<td>(832) 478-8719</td>
</tr>
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</tr>
<tr>
<td>Resolution, Inc.</td>
<td>J. Steve Ford</td>
<td>(713) 334-5514</td>
</tr>
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</tbody>
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**Application Consultant:**

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<th><strong>Contact Name</strong></th>
<th><strong>Phone</strong></th>
<th><strong>Email</strong></th>
<th><strong>Proposed Fee</strong></th>
<th><strong>Tax ID Number (TIN)</strong></th>
</tr>
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<tbody>
<tr>
<td>J. Steve Ford</td>
<td>(713) 222-6060</td>
<td><a href="mailto:steve@resolutioninc.net">steve@resolutioninc.net</a></td>
<td><strong>$90,000.00</strong></td>
<td>74-2092656</td>
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<tr>
<td>LBK, Ltd</td>
<td>Lily Kavthekar</td>
<td>(832) 439-3725</td>
<td><a href="mailto:lily@lblrtd.net">lily@lblrtd.net</a></td>
<td><strong>$50,000.00</strong></td>
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</tr>
<tr>
<td>Murillo &amp; Company</td>
<td>Donna Murillo</td>
<td>(281) 933-9702</td>
<td><a href="mailto:donna@murillocompany.com">donna@murillocompany.com</a></td>
<td><strong>$7,500.00</strong></td>
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**Other:**

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<th><strong>Email</strong></th>
<th><strong>Proposed Fee</strong></th>
<th><strong>Tax ID Number (TIN)</strong></th>
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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:** Monroe Crossing Developers, LLC has a direct and financial interest with applicant or other team members.

Dwayne Henson Investments, Inc. (DHI), is a 40% member of the General Partner, the Developer entity. Resolution Real Estate Services, LLC (RRES) is a 18% member of the GP and Developer entity. JFB Properties, LLC (JFB) is a 12.50% member of the GP and Developer entity. Vin Capital Resources, LLC (VIN) is a 6.50% member of the GP and Developer entity. Berilyum Services, LLC (Berylium) is a 6.50% member of the GP and Developer entity. Bellbeacon, LLC (Bellbeacon) is a 6.50% member of the GP and Developer entity of the project. Brian Downey Investments, LLC (BDI) is a 10% member of the GP and Developer entity. William D. Henson, J Steve Ford, and Cheryl L. Henson are the managers of Monroe Crossing Developers, LLC.

2. **Housing General Contractor:** Monroe Crossing Contractors, LLC has a direct, and financial interest with applicant or other team members.

DHI, RRES, JFB, VIN, Berylium, Bellbeacon and BDI will have some ownership in the contractor entity of the project.

3. **Cost Estimator:** Dwayne Henson Investments, Inc. (DHI) has a direct and financial interest with applicant or other team members.

DHI is 50% member of the GP and Developer entity.

Cheryl L. Henson, President of DHI and William D. Henson, Vice-President of DHI, J. Steve Ford manager of RRES are the managers of Monroe Crossing GP, LLC, and Monroe Crossing Developers, LLC.
• 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.
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible / hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: ____________________________
   Signature

February 20, 2018
   Date

Mark Mucasey
   Printed Name

09420
   License Number and State

Mucasey & Associates, Architects
   Firm Name (If applicable)
ARCHITECT’S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

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
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:
- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):
- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
- The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
February 21, 2014

Mr. William D. Henson
2121 Kirby Drive, Unit 68
Houston, Texas 77019

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Henson:

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@tdheca.state.tx.us.

Sincerely,

Cameron F. Dorsey
Director of Multifamily Finance
January 23, 2015

Mr. J. Steve Ford
c/o Lily Kavathekar
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:

(i) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. …

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Jean M. Latsha
Director of Multifamily Finance
APPLICANT:  MONROE CROSSING, LP

TDHCA # 18161

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).

<table>
<thead>
<tr>
<th>Part I: Applicant Credit Limit Documentation</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
<td>No</td>
</tr>
<tr>
<td>1. Monroe Crossing, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. Monroe Crossing GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Dwayne Henson Investments, Inc.</td>
<td>No</td>
</tr>
<tr>
<td>4. Cheryl L. Henson</td>
<td>No</td>
</tr>
<tr>
<td>5. William D. Henson</td>
<td>No</td>
</tr>
<tr>
<td>6. Laura Henson</td>
<td>No</td>
</tr>
<tr>
<td>7. Pamela G. Henson</td>
<td>No</td>
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<tr>
<td>8. Resolution Real Estate Services, LLC</td>
<td>No</td>
</tr>
<tr>
<td>9. J. Steve Ford</td>
<td>No</td>
</tr>
<tr>
<td>10. Cynthia Ford</td>
<td>No</td>
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<tr>
<td>11. Vin Capital Resources, LLC</td>
<td>No</td>
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<tr>
<td>12. Carrie Ford Compton</td>
<td>No</td>
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<td>13. JFB Properties, LLC</td>
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<tr>
<td>14. Jeremy Bartholomew</td>
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<td>15. Beryllium Services, LLC</td>
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<td>16. John S. Ford</td>
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<td>17. Belbeacon, LLC</td>
<td>No</td>
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<td>18. Jill Wright Ford</td>
<td>No</td>
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<td>19. Monroe Crossing Developers, LLC</td>
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<td>20. Brian Downey Investments, LLC</td>
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<td>21. Brian Downey</td>
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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: [Signature of Applicant] 2/23/18 Its: Manager of Monroe Crossing GP, LLC, 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: 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.

<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>Rutherford Park</td>
<td>6</td>
<td>Houston, ETJ</td>
<td>10.00%</td>
<td>14.60%</td>
</tr>
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</table>

I acknowledge that William G. Henson 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: ___________________________ Resolution Real Estate Services, LLC  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date  
2/23/18
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: 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
- [x] an Affiliate to the Applicant
- [x] 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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<tbody>
<tr>
<td>Rutherford Park</td>
<td>6</td>
<td>Houston</td>
<td>5.00%</td>
<td>8.39%</td>
</tr>
</tbody>
</table>

I acknowledge that [William D. Hanson] 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)]  
J. Steve Ford  
2/23/18  
Printed Name  
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: 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

☐ a Developer for the Applicant for this specific Application

X an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Des. Fee:</th>
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<tbody>
<tr>
<td>Rutherford Park</td>
<td>6</td>
<td>Houston</td>
<td>31.00%</td>
<td>13.30%</td>
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I acknowledge that William D. Henson 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 the statements are true, complete, and accurate.

By: Cynthia Ford

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date 2/23/18
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:  
- [ ] 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
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<tr>
<td>Rutherford Park</td>
<td>6</td>
<td>Houston</td>
<td>13.00%</td>
<td>16.80%</td>
</tr>
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</table>

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Vin Capital Resources, LLC Printed Name  2/23/18 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:  

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [x] a Developer for the Applicant for this specific Application  
- [x] an Affiliate to the Applicant  
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<td>Houston</td>
<td>13.00%</td>
<td>16.80%</td>
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</table>

I acknowledge that William O. Henson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [signature]  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Carrie Ford Compton  

Printed Name  

2/23/18  

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: 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
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- [ ] a Guarantor on the Application

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<tbody>
<tr>
<td>Rutherford Park</td>
<td>6</td>
<td>Houston</td>
<td>25.00%</td>
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I acknowledge that [William D. Henson] is authorized to terminate the Application in the event of 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: [JFB Properties, LLC]  
Date: 2/23/18
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:  
- [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
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- [ ] a Guarantor on the Application

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<td>25.00%</td>
<td>30.00%</td>
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I acknowledge that William D. Henson is authorized to terminate the Application in the event of 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: Jeremy Bartholomew  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  2/23/18  
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:

Which is:

- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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<td>6</td>
<td>Houston</td>
<td>13.00%</td>
<td>16.50%</td>
</tr>
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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.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

[Signature] ___________________________  [Printed Name] ___________________________

By: ___________________________  Beryllium Services, LLC  2/25/18

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: John S. Ford

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
X a Developer for the Applicant for this specific Application  
X an Affiliate to the Applicant  
☐ a Guarantor on the Application

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<td>6</td>
<td>Houston</td>
<td>13.00%</td>
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I acknowledge that William J. Henson 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:

Signed: John S. Ford
Printed Name: John S. Ford
Date: 2/23/18
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: Bellbeacon, LLC

Which is: [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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<td></td>
<td>13.00%</td>
<td>16.50%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Bellbeacon, LLC
Printed Name

2/23/18
Date
Part II. Credit Limit Certification

Instructions: Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Jill Ford Wright

Which is:

- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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<tr>
<td>Rutherford Park</td>
<td>5</td>
<td>Houston</td>
<td>13.00%</td>
<td>16.89%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Jill Ford Wright

Printed Name: Jill Ford Wright

Date: 2/23/18
Tab 46

Community Input Scoring Items

Local government support:
Resolution of Support from City of Houston

Community support from State Representative:
Support letter from Representative Garnet Coleman

Input from Community Organizations:

- Portfolio Resident Services
- Pleasant Hill Community Development Corporation
- Buildaid Houston (AKA Homeaid America, Inc.)
  - Texas Inter Faith Housing Corporation
- South Belt-Ellington Chamber of Commerce
- Fifth Ward Community Redevelopment Corp
### Community Input Scoring Items

**TDHCA#: 18161**

1. **Local Government Support - §11.9(d)(1)**
   - Resolution(s) of either "no objection" or "support" is included behind this tab.**
   - **Note that resolutions are due March 1, 2018**

2. **Community Support from State Representative - §11.9(d)(5)**
   - Letter of either "support" or "opposition" is included behind this tab.**
   - **Note that letters are due March 1, 2018**

3. **Input from Community Organizations - §11.9(d)(6)**
   - Applicant has included one or more letters of support or opposition behind this tab.

#### List information for each of the letters below:

<table>
<thead>
<tr>
<th>A. Portfolio Resident Services</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Elvira Moreno Garza</td>
<td>Support</td>
</tr>
<tr>
<td>Contact Name</td>
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<table>
<thead>
<tr>
<th>B. Pleasant Hill Community Development Corp</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Harvey Clements</td>
<td>Support</td>
</tr>
<tr>
<td>Contact Name</td>
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<thead>
<tr>
<th>C. Buildaid Houston (AKA Homeair America, Inc)</th>
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<tr>
<td>Name of Community Organization</td>
<td>Christopher Yuko</td>
<td>Support</td>
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<th>D. Texas Inter-Faith Housing Corp</th>
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<td>Name of Community Organization</td>
<td>Paulette Fischetti</td>
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<td>Contact Name</td>
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<tr>
<th>E. South Belt-Ellington Chamber of Commerce</th>
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</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Kay Barbour</td>
<td>Support</td>
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<tr>
<td>Contact Name</td>
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<table>
<thead>
<tr>
<th>F. Fifth Ward Community Redevelopment Corp</th>
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</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Kathy Payton</td>
<td>Support</td>
</tr>
<tr>
<td>Contact Name</td>
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</table>
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Local Government Support:

• Resolution of support from City of Houston
City of Houston, Texas, Resolution No. 2018-

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column on Schedule I captioned “Applicant Name” (individually referred to as “Applicant”) has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned “Project Name” and “Project Address” (individually referred to as “Applicant’s Project” with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned “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)
### Housing and Community Development Department

**Schedule I - Resolutions of Support - City of Houston Projects**

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Flintlock LP</td>
<td>Flintlock Apartments</td>
<td>SEC of West Little York and Flintlock Road</td>
<td>18354</td>
</tr>
<tr>
<td>NH WLY LP</td>
<td>West Little York Apartments</td>
<td>West Little York between Hollister Rd and Guhn Rd</td>
<td>18355</td>
</tr>
<tr>
<td>AMTEX Green Oaks LP</td>
<td>Green Oak Apartments</td>
<td>8.671 acres enclosed by Gears Road, Greens Parkway and Greensmark Drive</td>
<td>18093</td>
</tr>
<tr>
<td>Greens at Roanoke LP</td>
<td>Greens at Roanoke</td>
<td>SWC of Jensen Dr and Grayson St</td>
<td>18703</td>
</tr>
<tr>
<td>Parkway Meadows, Ltd.</td>
<td>Parkway Meadows</td>
<td>The approximate 3300 block of West Gulf Bank, north of West Gulf Bank and</td>
<td>18073</td>
</tr>
<tr>
<td></td>
<td></td>
<td>west of West Montgomery</td>
<td></td>
</tr>
<tr>
<td>St. Elizabeth Place, LP</td>
<td>St. Elizabeth Place</td>
<td>4514 Lyons Avenue</td>
<td>18020</td>
</tr>
<tr>
<td>Houston DMA Housing II, LLC</td>
<td>The Greenery</td>
<td>18000 block of Imperial Valley Dr</td>
<td>18338</td>
</tr>
<tr>
<td>DWR Somerset 18 LP</td>
<td>Somerset Lofts</td>
<td>2.63+/- acres at 8506 Hempstead Rd</td>
<td>18254</td>
</tr>
<tr>
<td>2222 Cleburne LP</td>
<td></td>
<td>2222 Cleburne</td>
<td>18243</td>
</tr>
<tr>
<td>Houston DMA Housing III, LLC</td>
<td>City Park Apartments</td>
<td>NW corner of W Orem Drive and US HWY 288</td>
<td>18701</td>
</tr>
<tr>
<td>Monroe Crossing, LP</td>
<td>Monroe Crossing</td>
<td>Approx 8500 Blk of Fuqua (NEC of Fuqua &amp; Monroe)</td>
<td>18161</td>
</tr>
<tr>
<td>Trinity East Ltd.</td>
<td>Trinity East</td>
<td>SW corner of McGowen St and Live Oak St</td>
<td>18049</td>
</tr>
<tr>
<td>Provision at Synott, LP</td>
<td>Provision at Synott</td>
<td>West Side of Synott Rd, N of W Bellfort Blvd</td>
<td>18382</td>
</tr>
<tr>
<td>Campanile on Commerce LP</td>
<td>Campanile on Commerce</td>
<td>2800 Commerce St</td>
<td>18306</td>
</tr>
<tr>
<td>Fulton Lofts, LP</td>
<td>Fulton Lofts</td>
<td>SW Corner of Fulton St and Robert Lee Rd</td>
<td>18333</td>
</tr>
<tr>
<td>Houston 5009 Fulton, LP</td>
<td>Fulton on the Rail</td>
<td>5009 Fulton St</td>
<td>18337</td>
</tr>
<tr>
<td>McKee City Living LP</td>
<td>McKee City Living</td>
<td>600 blk of McKee Street</td>
<td>18299</td>
</tr>
<tr>
<td>East End Lofts, LP</td>
<td>East End Lofts</td>
<td>NE corner of Harrisburg Blvd and 75th Street</td>
<td>18336</td>
</tr>
<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>Telephone Rd</td>
<td>18138</td>
</tr>
<tr>
<td>Leeland Lofts Ltd.</td>
<td>Leeland Lofts</td>
<td>3131 Gulf Freeway</td>
<td>18046</td>
</tr>
<tr>
<td>Provision at Lake Houston, LP</td>
<td>Provision at Lake Houston</td>
<td>East Side of HWY 90 at S Lake Houston Pkwy</td>
<td>18383</td>
</tr>
<tr>
<td>Scott Street Lofts, LP</td>
<td>Scott Street Lofts</td>
<td>1320 Scott St</td>
<td>18327</td>
</tr>
<tr>
<td>TX Bellfort Apartments, LP</td>
<td>Bellfort Park Apartments</td>
<td>4135 W Bellfort</td>
<td>18229</td>
</tr>
<tr>
<td>DWR Court 18, LP</td>
<td>Court Lofts</td>
<td>SEC of Court Rd. &amp; S. Post Oak Rd.</td>
<td>18226</td>
</tr>
<tr>
<td>BAH Rockwell Senior Village, Ltd.</td>
<td>Rockwell Senior Village</td>
<td>SW side of Beltway &amp; between Rockwell Blvd &amp; W Fuqua Drive</td>
<td>18397</td>
</tr>
</tbody>
</table>
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Community Support from State Representative:

- Letter of support from Representative Garnett Coleman
February 28, 2018

Mr. Timothy Irvine, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Monroe Crossing, (TDHCA #18161)

Dear Mr. Irvine:

The purpose of this letter is to express my support for Monroe Crossing, TDHCA # 18161, a proposed age-restricted senior housing community located in the approximately 8500 block of Fuqua. Monroe Crossing will be located in my House District 147, and will offer a mix of one and two-bedroom units.

Monroe Crossing will be a great benefit to the eligible population in my district by providing quality affordable rental housing in an area where we have a large need. I believe this project’s commitment to excellence will produce a quality housing development that is extremely needed by our community’s seniors.

If I can be of further assistance, please do not hesitate to contact my office.

Sincerely,

Garnet F. Coleman
State Representative - District 147
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Input from Community Organization

Support letter from Portfolio Resident Services
January 11, 2018

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

RE: Monroe Crossing-TDHCA # 18161
8500 block of Fuqua
Houston, Harris, County, Texas 77075

To Whom It May Concern,

Portfolio Resident Services would like to express its support for Monroe Crossing for seniors development, TDHCA #18161 that is located at approximately the 8500 block of Fuqua Houston, Harris, County, Texas 77075. 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>
</tr>
</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 Guidley</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 as to not 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
JOT Couch, Jr.

Address
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
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.
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
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 - Netpy 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.

STEWART HILL | 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@portfolioresident.com or via phone at +1-306-1234
or visit our website at www.portfolioresident.com

APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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: Monroe Crossing, TDHCA # 18161
Approximately 8500 block of Fuqua (NEC of Fuqua and Monroe)
Houston, Harris County, TX 77075

Dear Mr. Irvine:

Pleasant Hill Community Development Corporation (Pleasant Hill CDC) would like to express its support for the Monroe Crossing development that is proposed at approximately 8500 block of Fuqua of Houston, Texas 77075. 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 Monroe Crossing 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-PC
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.

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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.
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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Message</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Subject</td>
<td></td>
</tr>
</tbody>
</table>

Send

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
COMMUNITY

“For a community to be whole and healthy, it must be based on people’s love and concern for each other.”
-- Millard Fuller

In the towns of Judah and the streets of Jerusalem that are deserted, inhabited neither by men nor animals, there will be heard once more the sounds of joy and gladness, the voices of bride and bridegroom, and the voices of those who bring thank offerings to the house of the Lord. – Jeremiah 33:10 - 11

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 program with 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
Scheduled Wednesday from 6:15 p.m. to 7:30 p.m.
in the Pleasant Hill Sanctuary.
We thank God for giving us each Sunday and is tasked with providing direction and order during worship experiences. In their quest to worship together, worship is the center of the sanctuary, andexeuce the content of the service during worship and events.

Are you willing to serve? We are looking for individuals with great vision and living procedures to help welcome God's people into the sanctuary.

Sign Up Today.

Ministry Leader: James Bacon
jamesbacon@yahoo.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 heading a school supply drive, counseling or preparing church ordinances; they are available to assist and support the members.

Audio Visual Ministry
Keeping You Connected to Worship Services at Pleasant Hill

The AV Team:
Edwin Brown
Ashley Egleston
Kathy Planagan Payton
Eleanor Jones
Erin Flacker

For More Info contact:
KPPayton@gmail.com

P.H.Y.A
(Pronounced Fi-you)
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 Kamesca Payton Riley for more details
at kamesuariley@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 rightly divide the Word of truth.
We will walk with the Word of God and learn more and
more each session. Everyone is welcome!

Contact: Reverend Jamien Allen
serchefala@gmail.com
Hungry?
There's a ministry for that!

The feed the hungry ministry is a collective response to God's love by the Mason 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 Voticias Event Room
3814 Lyons @ Pinnell
Houston, Texas 77020
All meals served on a first come, first served basis.

Want to Volunteer?
Contact: Adrielle Palmer
adriellep55@gmail.com

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Flowing EmPOWERment

Contact: Honey or Tocha at HoneyWWellness@gmail.com

Weekly Event Information:

* Bernard House
  Every Thursday 9:00 am - “Food Therapy in Action”
  * Community 4th Glng
    Every Wednesday from 3:00 to 6:00 pm
    & Every Saturday from 9:00 to 12:00
    “Learn to prevent through physical, mental, & emotional health”

* Pleasant Hill Garden Club
  2nd and 4th Saturday of each month
  “I planted the seed, another watered it, but God made it grow” – 1 Corinthians 3:6

Join the Flowing EmPOWERment Ministry as we restore healthy physical, spiritual, mental, & financial habits for generations to succeed.

I'm Healthy!
I'm Strong!
I'm Fit!
I'm Blessed!

Find us on Facebook: Pleasant Hill Baptist Church
Follow us on Twitter: TheHill1925
Follow us on Instagram: TheHill1925

Interested in moving the ministry forward?
Contact Em' Fike
donelj89@gmail.com
Help us create a harmonic mean in 2017

Pleasant Hill

Trust

Department

2017 Goals Include:

- Spirituals for Morning Worship: Sunday, Feb 26th at 10AM
  A musical presentation featuring African American Spirituals
  throughout our entire music department
- Pleasant Hill Music Department will help host the LAR Festival
  that year
- Launch a growth campaign for our music department
- Financially supporting
  At least $50 per month, for every family

Call 713-224-0052

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 ID required.

Wanted Volunteers!

Reward:

- Personal satisfaction, enjoyment making a difference, meet new people, help the community

For More Information On Volunteering:

Micalandra Green (MeMe)
Mgreen0519@gmail.com

Mission Society

Families

Rooted in Ministry

Col 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 ckabugu@gmail.com
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Input from Community Organization

Support letter from Buildaid Houston (AKA Homeaid America, Inc.)
February 19, 2018

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701
Attention: Tim Irvine – Executive Director

RE: Monroe Crossing, (TDHCA #18161)
8500 block of Fuqua
Houston, Texas 77075

Dear Mr. Irvine,

I send this letter to demonstrate support for the Monroe Crossing senior development that is proposed at the 8500 block of Fuqua, Houston Texas 77075. 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. In the wake of hurricane Harvey, we have observed the need for more safe, quality, affordable housing for our seniors. Monroe Crossing would meet a large and growing need within the community. Additionally, the project developer is the most experienced and accomplished group in the metro area with thousands of exceptional units that continue to serve our community.

Developments like this will help address the needs of this community by providing affordable housing and needed social services to our senior residents. 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 Yuku
Director – BuildAid
T: 281.460.1804
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(c)(3) 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) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Donors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 501(c)(3) status, a grantor 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 change on 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(c)(3) 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 request. Without reasonable fees for copying and postage, you may fulfill this requirement by placing these documents on the Internet. Penalties 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.
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>EIN</th>
<th>Legal Name (Doing Business As)</th>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
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<td>CA</td>
<td>United States</td>
<td>GROUP</td>
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<td>GA</td>
<td>United States</td>
<td>PC</td>
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<tr>
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<td>Plano</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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Return to Search
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<th>Request Exemption Verification</th>
<th>Taxpayer No.</th>
<th>Name</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Sales</th>
<th>Franchise</th>
<th>Hotel</th>
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<tr>
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<td>HOMEAID AMERICA INC</td>
<td>NEWPORT BEACH</td>
<td></td>
<td>CA</td>
<td></td>
<td>SALES</td>
<td>FRANCHISE</td>
</tr>
<tr>
<td>Request Verification</td>
<td>17526582733</td>
<td>HOMEAID, HOME BUILDERS CARE, INC.</td>
<td>DALLAS</td>
<td></td>
<td>Dallas</td>
<td></td>
<td>SALES</td>
<td>FRANCHISE</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 (http://www.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

Once the flood waters from Hurricane Harvey receded, it was shockingly clear the extent of the damage to houses throughout Houston and surrounding counties. Many homeowners who did not have flood insurance, were powerless to begin recovery. In many situations, families were forced to live in their flooded homes while waiting for assistance or direction, a health risk to say the least. Just a few days after the storm passed, a plan to provide help

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/)
Community Outreach

Learn More

Learn More
APPLICANT: MONROE CROSSING, LP
TDHCA # 18161

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: Monroe Crossing for seniors (114 units)-TDHCA # 18161
Located at approximately 8500 block of Fuqua (NEC of Fuqua & Monroe)
Houston, Harris, County, Texas 77075

To Whom It May Concern,

Texas Inter-Faith would like to express its support for Monroe Crossing a senior development, TDHCA #18161 that is located at approximately the 8500 block of Fuqua Houston, Harris, County, Texas 77075. 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

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.
If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

[Signature]

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.

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.
Who We Are

Texas Inter-Faith Housing Corporation (TIFHC) upon the acquisition of 4 apartment communities continues to be of improving the quality of life. The 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.

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 4 properties that targeted very low-income seniors. During the 1990's Houston Inter-Faith Housing Corporation experienced tremendous growth and expanded its mission to include the acquisition of multi-family low-moderate income communities throughout the state of Texas. Upon this expansion Houston Inter-Faith Housing became Texas Inter-Faith Housing.

The operational needs for the affordable housing communities owned by TIFHC warranted the formation of a management company. Texas Inter-Faith Management Corporation (TIFMC) was created to perform the management duties necessary for asset stability and resident fulfillment, along with ensuring compliance guidelines associated with affordable housing are met so that TIFHC may continue to accomplish 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.

Copyright © 2015 Texas Inter-Faith Housing Corporation. All rights reserved.
Disclaimer and Terms of Use | Privacy Policy | Inter-Faith Group Home | Contact Us
3701 Kirby Drive, Suite 860 | Houston, TX 77098 | Phone: 713-526-6634
What do we do?

Texas Inter-Faith Housing Corporation (TIFHC) provides 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 4,000 people including seniors and families live in affordable housing managed by Texas Inter-Faith Management Corporation (TIMC).

**Services**

From the consumer point of view, what sets TIFHC 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 TIFHC serves:

- Senior
- 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 home ownership.

How do we operate?

Support services are provided in association with social services agencies, churches/synagogues and non-profit organizations. TIFHC 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 TIFHC 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 TIFHC, 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
3331 W. Alabama, Suite 300
Houston, Texas 77098
Fax 713-526-7019
www.ti-fhc.org

713-526-6634

Marks of Success in Supportive Services

**Personal Growth Opportunities**

- Team sports for children and youth
- Classes to foster drug and alcohol awareness, gang prevention, and fire prevention
- Programs to increase self-esteem of youth
- Programs to build pride in and increase safety of one's neighborhood

**Education Services**

- English-as-a-second language
- Job training
- Computer literacy
- Mentoring
- Tutoring on a one-on-one or small-group basis

**Fun & Freedom Activities**

- Bingo parties
- Dances and dinners
- Arts and crafts
- Local bus trips to grocery stores and shopping centers
- Citizenship opportunities to enable resident to vote

**Neighborhood Advancement Programs**

- Educating residents about how they can maintain their homes
- Teaching residents how to work together to maintain common areas
- Programs to help residents learn how to sustain whole neighborhoods

Making the Mark
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 services to qualified apartment complexes owned and managed by other agencies. 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 livable 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.
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Input from Community Organization

Support letter from South Belt-Ellington Chamber of Commerce
February 12, 2018

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

Attention: Tim Irvine – Executive Director

RE: Monroe Crossing, (TDHCA #18161)
8500 block of Fuqua
Houston, Texas 77075

Dear Mr. Irvine,

The South Belt-Ellington Chamber of Commerce would like to express its support for the Monroe Crossing senior development that is proposed at the 8500 block of Fuqua, Houston Texas 77075. Our organization is a 501(c)6 charitable civic organization based in Houston Texas.

Our organization is deeply involved and committed to the area surrounding the proposed development. In the wake of Hurricane Harvey, we have observed the need for safer, quality, affordable housing for our seniors. Monroe Crossing would meet a large and growing need within the community. Additionally, the project developer is the most experienced and accomplished group in the metro area with thousands of exceptional units that continue to serve our community.

Developments like this will help address the needs of this community by providing affordable housing and needed social services to our senior residents. 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,

K Barbour
President & CEO

Marie Flickinger
Board Chair
Owner, South Belt-Ellington Leader

info@southbeltchamber.com
www.southbeltchamber.com
Internal Revenue Service
District Director

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Date: September 8, 1999

South Belt Chamber of Commerce, Inc.
11555 Beamer Road, Suite 500
Houston, TX 77089-2357

Person to Contact:
Robert Molloy 31-04023
Customer Service Representative

Telephone Number:
877-829-5500

Fax Number:
513-684-5936

Federal Identification Number:
76-0107737

Dear Sir:

This is in response to your request for affirmation of your organization's exempt status.

In August 1992, we issued a determination letter that recognized your organization as exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code. That letter is still in effect.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $200 or more paid to each employee during a calendar year. Your organization is also liable for tax under the Federal Unemployment Tax Act for each employee to whom it pays $50 or more during a calendar quarter if, during the current or preceding calendar year, it had one or more employees at any time in each of 20 calendar weeks or it paid wages of $1,500 or more in any calendar quarter.

If your organization's character, method of operation, or purposes change, please let us know so we can consider the effect of the change on the organization's exempt status. Also, your organization should inform us of all changes in its name or address.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

Because your organization is not an organization described in section 170(c) of the Code, donors may not deduct contributions made to your organization. You should advise your contributors to that effect.
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 06-08-1984
- Sales and use tax, as of 06-08-1984
  (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: 30008425628

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.
Exempt Organizations Select Check
990-N (e-Postcard) filer Information

Tax Period:
2017 (01/01/2017 - 12/31/2017)

Employer Identification Number (EIN):
03-0512124

Legal Name:
SOUTH BELT ELLINGTON COMMUNITY FOUNDATION

Mailing Address:
10500 Scarsdale
Houston, TX 77089
United States

Doing Business As:
Gross receipts not greater than:
$50,000

Organization has terminated:
No

Principal Officer's Name and Address:
Kay Barbour
11500 Scarsdale
Houston, TX 77089
United States

Website URL:
South Belt Chamber of Commerce

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 2015
Tax Year 2016
Build Your Network

BECOME A MEMBER

FIND A MEMBER

PLATINUM MEMBERS
Welcome to the South Belt-Ellington Chamber of Commerce

UPCOMING EVENTS

2018 SCHOLARSHIP OPPORTUNITIES
CONNECT / SUPPORT / GROW
JOIN NOW
FAMILY FUN FEST

SOUTH BELT FAMILY FUN FEST
STRUTT YOUR MUTT | TWILIGHT RUN FEST
SATURDAY, MARCH 24
4–8 PM
CLEAR BROOK CITY PARK

3RD ANNUAL FAMILY FUN
STRUT YOUR MUTT and TWILIGHT 1K
SPONSORSHIP OPPORTUNITY

SPONSORSHIP BENEFITS
Platinum $2000
Gold $1000
Silver $500
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<tr>
<td><strong># of Race Entries</strong></td>
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<tr>
<td><strong>Pre-Event Recognition</strong></td>
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<tr>
<td>Social Media Promotion (Facebook, Instagram)</td>
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<tr>
<td>Company Logo and Link on Chamber Website Event Page</td>
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<tr>
<td>Company Recognition in Email Blast</td>
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<td>Company Logo and Link in Newsletters</td>
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<tr>
<td>Company Logo on Event Posters</td>
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<tr>
<td>Company Name in Press Releases</td>
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<tr>
<td>Place Information in Packets</td>
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<tr>
<td><strong>On-Site Recognition</strong></td>
<td>3&quot;</td>
<td>2&quot;</td>
<td>1.5&quot;</td>
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<tr>
<td>Company Logo and Name on Back of Event Shirt</td>
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<td>Company Logo on Finish Line Banner</td>
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<td><strong>Post-Event Recognition</strong></td>
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<tr>
<td>Outgoing Press Release</td>
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</table>
Clear Brook MUD parks add a

“We do not quit playing because we grow old, we grow old because we quit playing.”
George Bernard Shaw

Clear Brook City Municipal Utility District’s Chris Clark says of the many parks in the district, “Our parks are the crown jewels of the district.”

Young and old take time to play at the 2nd Annual Fun Fest. There was something for all ages including a fun run/walk, pet contest, hula hoop competition, exhibitors, inflatables, emergency vehicle on display, cotton candy and snow cones, good old fashioned play and more. Watch for this annual event in Spring 2018.
We provide support to improve the level of education necessary to grow and develop the future workforce and business leaders in the South Belt – Ellington Chamber Service area. Through a coalition of current business leaders and community volunteers, we work tirelessly to meet the needs of our children and support the educators in our local schools.

CLICK HERE to learn more or join our committee.
GOVERNMENTAL AFFAIRS

Maintain an effective line of communication with state, county and local officials. At each meeting either the elected officials/and or their representative attends. This committee works to educate membership and to provide leadership and support on governmental and legislative issues that may affect the South Belt area.

CLICK HERE to learn more or join this committee
The Fun Bunch Committee meets on the 2nd Thursday of the month from 10 – 11 am at the South Belt-Ellington Chamber building. The Fun Bunch assists the South Belt-Ellington Chamber of Commerce in its activities through volunteer services and provides an opportunity for its members to serve the community and themselves by the use of their years of experience and expertise. Click here to learn more about this committee.
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Input from Community Organization

Support letter from Fifth Ward Community Redevelopment Corp
February 6, 2018

Texas Department of Housing and Community Affairs
221 East 11 Street
Austin, TX 78701
Attn: Tim Irvine, Executive Director

RE: Monroe Crossing #18161

Mr. Irvine:

Fifth Ward Community Redevelopment Corporation, a 501 (c) 3 charitable organization based in Houston, TX offers this letter of support for Monroe Crossing TDHCA # 18161, located at approximately 8500 block of Fuqua (NEC of Fuqua and Monroe) Houston, Harris County, TX 77075

As an organization founded by Fifth Ward Residents and has represented the neighborhood for almost thirty years, we believe that this project has a strong potential to improve the quality of citizens’ lives in the Fuqua/Monroe area in several ways. Developments like Monroe Crossing will help address the need for affordable housing and social services in the City of Houston. The applicant has both the capacity and the commitment to further affordable housing with the support of the community.

Thank you for the opportunity to provide our support and please contact us if you have any questions.

Sincerely,

Kathy Flanagan Payton
Pres./CEO
Dear Sir or Madam:

This is in response to your request of October 30, 2007, regarding your organization's tax-exempt status.

In January 1990 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1
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 04-21-1989
- Sales and use tax, as of 11-28-1990
  - (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: 17602880373

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.
EXPERIENCE HOUSTON’S FIFTH WARD COMMUNITY

Working Together to Create a Community of Choice
- A Better Place to Live, Work and Play!

A catalytic organization, Fifth Ward CRC is dedicated to the collaborative fostering of holistic community development. By providing support for real estate development, home ownership promotion and preservation and community and supportive services, the Fifth Ward CRC, a 501(c)(3) nonprofit Texas Corporation works with the community to shape a positive future. Organized in April of 1989 by Fifth Ward residents, business owners, ministers, educators and civic leaders, the CRC produces the Lyons Avenue Renaissance Festival.
PROGRAMS

HOMEOWNERSHIP PROGRAMS & RESIDENT SERVICES

One Step at a Time

COMMUNITY AND ECONOMIC DEVELOPMENT

Helping The Community

ARTS & CULTURE

Celebrating our past, present and future

“Faith is taking the first step even when you don’t see the whole stair case.”

Martin Luther King Jr.
THE FW CRC IS A PROUD PARTNER OF NEIGHBORWORKS AMERICA

The Fifth Ward CRC is a member in strong standing of NeighborWorks America, a national organization supporting community development corporations.

As a member, Fifth Ward CRC is able to access funding as well as technical assistance to train staff and continuously improve operations to meet high standards.

CONTACT THE FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION

Get in touch with Fifth Ward Community to learn more about our work and how you can get involved.

Name
Email
Subject
Message
Send

info@fifthwardcrc.org
(713) 674-0175
4300 Lyons Ave #300, Houston, TX 77020, USA
PROGRAMS

HOMEOWNERSHIP PROGRAMS & RESIDENT SERVICES

One Step at a Time

COMMUNITY AND ECONOMIC DEVELOPMENT

Helping The Community

ARTS & CULTURE

Celebrating our past, present and future
DISASTER RECOVERY

2017 - 2018 Hurricane Harvey Recovery is provided with funding assistance from the Hurricane Harvey Relief Fund dispersed by the Greater Houston Community Foundation in addition to assistance from NeighborWorks America, Simmons Foundation, Allegiance Bank, Union Bank, Enterprise, LISC and invaluable in-kind and volunteer support.

Our recovery efforts commenced immediately following the storm as we began to receive and distribute donated supplies and materials. These efforts quickly expanded in response to the need to assist families with clean-out, muck and gut, and emergency needs. For the first two weeks, we deployed volunteers with required materials and supplies daily to assist families and have since transitioned to deploying an average 130 volunteers on Friday and Saturday. As of Oct. 2, 62 homes and families have already been served with complete clean-out, muck/gut, furniture moving and additional supplies to remediate possible mold and other toxins caused by the water damage. This work is in addition to the countless families who were served as a part of our distribution of dry goods, personal items, non-perishables and “go-boxes” equipped with mucking tools, contractors trash bags, mask, gloves and cleaning supplies. In some instances, we have moved beyond the point where cleanout is environmentally-friendly.

We continue to be a hub for area community groups, faith-based groups, and elected officials to coordinate, warehouse, and distribute donated supplies. We have on-site a 40 ft. storage container and an offsite warehouse with 3500 sq. ft. for additional supplies.

Ongoing, we will focus on home repair and restoration assistance, building on our
ongoing canvassing and mucking work. FWCRC will hire 2.5 full-time staff to meet ongoing demands of recovery. Counselors, administrative, and project/operations managers are already designing project and client management systems. Additional skilled personnel will be contracted for home assessments and inspections and construction services to manage the volume. We have the organizational experience and capacity to do owner-occupied home rehabilitation, and have managed Community Development Block Grant (CDBG) and Social Service Block Grant (SSBG) Funds for owner-occupied home rehabilitation and recovery programs in the past.

Recognizing families’ financial strains and vulnerabilities, Fifth Ward CRC is making Emergency Financial Assistance available to clients to mitigate income loss from disaster, minimize foreclosures resulting from increased living expenses, and assist with utilities or unmet expenses. Lastly, Fifth Ward CRC is hosting a long-term recovery resource center staffed with housing counselors, volunteer legal services, and computer kiosks for residents to use in filing claims, printing and scanning documents, and staying connected electronically during their transition. Full operations are planned for October 20, 2017.

The population served by FWCRC will target low-to-moderate-income families with a majority of the request for assistance coming from African Americans and particularly seniors and the disabled. Our services are not exclusive to a particular ethnicity or economic class but we have established criteria that prioritize assistance based on need.

ABOUT THE HURRICANE HARVEY RELIEF FUND
The Hurricane Harvey Relief Fund, set up by Houston’s Mayor Turner and Harris County Judge Emmett, is focused on immediate and long-term relief efforts in Harris County and Houston (which may include City residents in Fort Bend or Montgomery County). A fund advisory committee has been established and will ensure that there is a process to determine unmet needs in these areas. Tony Chase, Chairman & CEO of Chase Source, and Bill Jackson, Harris County Budget Officer, will co-chair the advisory committee of 10 members. The Greater Houston Community Foundation will oversee and administer the grant distribution process.

The Greater Houston Community Foundation is a public charitable foundation focused on helping donors expand their philanthropic impact. For over 20 years we have partnered with individuals, families, corporations, foundations, and their advisors to extend their giving in new ways, with greater results.
GETTING HELP MADE SIMPLE...
HERE’S HOW

TEXT FOR ASSISTANCE

TEXT your name and address to the Fifth Ward Community Redevelopment Corporation for FREE assistance at (936) 213-0459 or email Fwdisasterassistance@gmail.com

For Most Services you must live in or have a pre-disaster address in the following zip codes - 77020, 77026 or 77028

Get In Touch
Make a Difference Today - Download Info Here

SUPPORT OUR HURRICANE HARVEY RELIEF EFFORTS

info@fifthwardcrc.org
(713) 674-0175

4300 Lyons Ave #300, Houston, TX 77020, USA

©2017 BY FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 47

Required Third Party Reports
Be advised that all third party reports will be posted on the Department's website along with the Application.

Complete the information below as applicable [§10.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

   Prepared by:  
   Murillo & Company  
   Date of Report:  
   2/28/18  

   □ Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

   □ If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

   □ Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

   All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (SPRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

   All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   □ Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.

   □ Applicant has submitted an environmental packet to TDHCA and determination is pending.

   □ Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (SPRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

   □ MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.

   □ Documentation of HUD Environmental Clearance is included behind this tab.

   □ Applicant has submitted an environmental packet to TDHCA and clearance is pending.

   □ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

   □ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   Name of Firm:  
   Contact Person:  
   Contact Telephone:  
   Email:  

3. **Primary Market Area Map**

   □ Primary Market Area (PMA) map with definition of PMA is included behind this tab.

   Prepared by:  Affordable Market Analyst  
   Date of Report:  2/28/18

4. **Property Condition Assessment (PCA)**

   Prepared by:  N/A  
   Date of Report:  n/a

5. **Appraisal**

   Prepared by:  TBD  
   Date of Report:  n/a

6. **Site Design and Development Feasibility Report**

   Prepared by:  
   Date of Report:  Feb-18
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

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))

Monroe Crossing, 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

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

By: [Signature]
Name: William D. Henson
Title: Manager
APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 47 (continued)

Primary Market Area Map
Geographies Selected:

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APPLICANT: MONROE CROSSING, LP

TDHCA # 18161

Tab 47 (continued)

Site Design and Development Feasibility Report uploaded to FTP server under separate cover
February 5, 2018

Mr. William Henson
Monroe Crossing, LP
2121 Kirby Drive, Unit 68
Houston, TX 77019

RE: TERMINATION OF HTC PRE-APPLICATIONS #18161, MONROE CROSSING, HOUSTON; AND
18164 LAFAYETTE PARK APARTMENTS, LA PORTE

Dear Mr. Henson:

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; . . .

During review of the pre-applications, staff was unable to review the Site Control documents in pre-applications #18161 and 18164 because 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."

221 East 11th Street P.O. Box 13941 Austin, Texas 78711-3941 (800) 525-0657 (512) 475-3800
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 #18161 and 18164 were initiated and submitted, but there is no indication that the pre-applications were edited after they were submitted. Because Site Control documentation was 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:

18161 $1,140.00
18164 $1,140.00

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,

[Signature]

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 re-submitted. 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

Census Tract Map

Amenities List

Broadgreen- Earnest money Contract.pdf

Broadgreen Oaks

CT Map 482012523002.pdf

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.

<table>
<thead>
<tr>
<th>Site Control Documentation</th>
<th>Villas at El Dorado Phase 2 Earnest money contract.pdf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Census Tract Map</td>
<td>Villas at El Dorado Phase 2 CT Map 48201350601.pdf</td>
</tr>
<tr>
<td>Amenities List</td>
<td>Phase II-List of Amenities under Opportunity Index.pdf</td>
</tr>
</tbody>
</table>
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 $1,140, 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
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
Subject: FW: 18164 Lafayette Park Apartments 2018 Competitive HTC Pre-Application Submission Confirmation

From: TDHCA <htcnotifications@tdhca.state.tx.us>
Sent: Monday, January 8, 2018 12:05 PM
To: wd_henson@hotmail.com
Subject: 18164 Lafayette Park Apartments 2018 Competitive HTC Pre-Application Submission Confirmation

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 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
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 1120, 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
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 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 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
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,

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
- Receipted Earnest Money Contract.pdf

Census Tract Map
- Rutherford GT Map.pdf

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.
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_48012392302.pdf

Amenities List:
- Rutherford Park-List of Amenities under Opportunity Index.pdf


Notice hyperlink address.
Dialog box shows document name and indicates JotForm location.
<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

By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §10.204(i) of the Uniform Multifamily Rules.

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.

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 draft PDF attached. File included in your initial confirmation email is
Applicant to file 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
  - *Monroe Crossing
  - *Fully executed and executed Earned Money Contract(s)

By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §109.204(10) of the Uniform Multifamily Rules.

**Census Tract Map**
- Upload a File
  - Up to three documents can be attached
  - *Monroe Crossing_Census tract map-433F12130001.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 Crossing_List of Amenities under Opportunity
  - *Indefinite

**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 TractFiles, 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).
18164 Lafayette Park Apartments

Applicant to file 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 Park
- Requested Contact list

By attaching the Site Control Documentation, Applicant affirms that the site control conforms to all applicable requirements including §10.204(10) of the Uniform Multifamily Rules.

Census Tract Map

Upload a File
Up to three documents can be attached
- Lafayette Park - CT Map 4320.9201 .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 Park - List of Amenities and Opportunities Index.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 Map, 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).