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.
Tab 1a
Application Certification
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: Mariposa Apartment Homes at Waxahachie

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

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

By: MWH Waxahachie Senior Residential LP

Applicant Entity Name

Signature of Authorized Representative

Stuart B. Shaw

Printed Name

Applicant’s Representative

Title

1/26/18

Date

Sworn to and subscribed before me on the 26 day of January 2018

by Stuart B. Shaw

(Personalized Seal)

Notary Public Signature

Texas

Notary Public, State of

Travis

County of

My Commission Expires: 1/26/18

Date

1/16/18 5:39 PM
Tab 01b
Meeting Selection (Tax Exempt Bond Development only)
N/A - Not a bond development
Tab 02
Certification of Development Owner
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):

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

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Stuart Shaw

Printed Name

Applicant's Representative

Title

1/26/2018

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Stuart Shaw, 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 26 day of January, 2018

Notary Public Signature
Tab 03
Applicant Eligibility Certification
§10.202 of the Uniform Multifamily Rules identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: [Signature]

Signature of Authorized Representative

Stuart Shaw

Printed Name

Applicant's Representative; Manager of MWH Waxahachie Senior Residential General Partner LLC;
Manager of SSFP MWH Waxahachie Senior Residential LLC; Manager of MWH Waxahachie Senior Residential Developer
LLC; Manager of Stuart Shaw Family Management, LLC; and as an individual

Title

1/26/2018

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Stuart Shaw, 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 26 day of January , 2018

(Seal)

CASEY C. BUMP
Notary Public, State of Texas
My Commission Expires
October 20, 2018

Notary Public Signature
By: 

Signature of Authorized Representative

Susan NarVAz

Printed Name

Manager of MWH Waxahachie Senior Residential General Partner LLC, Manager of MWH Waxahachie Senior Residential HUB Partner LLC, Manager of MWH Waxahachie Senior Residential HUB Developer LLC, President/CEO of Core Strategies Inc., and as an individual.

Title

1/26/18

Date

THE STATE OF Texas

COUNTY OF Travis

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

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

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

(Seal)

Notary Public Signature

Page 6 of 6
Tab 04
Multifamily Direct Loan Certification

N/A - No TDHCA Direct Loan Funds
Multifamily Direct Loan Certification

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

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

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Tab 05
Contact Information
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

1. **Applicant Contact Information**
   - **Name:** Stuart Shaw
   - **Phone:** (512) 220-8000
   - **Email:** consulting@bonnercarrington.com
   - **Mailing Address:** PO Box 2217
   - **Street:**
   - **City:** Austin
   - **State:** TX
   - **Zip:** 78768-2217

2. **Second Contact**
   - **Name:** Casey Bump
   - **Phone:** (512) 220-8000
   - **Email:** casey@bonnercarrington.com
   - **Mailing Address:**
   - **Street:**
   - **City:**
   - **State:**
   - **Zip:**

3. **Consultant Contact (if applicable)**
   - **Name:**
   - **Phone:**
   - **Email:**
   - **Mailing Address:**
   - **Street:**
   - **City:**
   - **State:**
   - **Zip:**
Tab 06
Self Score
## Competitive Housing Tax Credit Selection Self-Score

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

### 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>
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<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>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
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</table>

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

### Point Deductions

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

**Total Application Self Score** 120

### Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total** 11

### Criteria Promoting Development of High Quality Housing

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

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
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<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>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
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<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

---

**Point Item Description**

Serve and Support Texans Most In Need Total: 49

Efficient Use of Limited Resources and Applicant Accountability Total: 43

Total Application Self Score: 120
Tab 07
Site Information Part I
### Site Information Form Part I

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Waxahachie</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>Region</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td>75165</td>
</tr>
<tr>
<td>County</td>
<td>Urban</td>
</tr>
</tbody>
</table>

**Approximately the northwest quadrant of Post Oak Drive and US 287**

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

<table>
<thead>
<tr>
<th>Census Tract Number (11 digits)</th>
<th>No</th>
<th>Median Household Income: 57542.00</th>
<th>Quartile: 2q</th>
<th>Poverty Rate: 17.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>48139060300</td>
<td></td>
<td></td>
<td></td>
<td></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 uncheckd 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)](All Programs)) and Flood Zone Designation ([§10.101(a)(1)](All Programs)) (All Programs)

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Yes</th>
<th>Zoning Designation: SF-2 and PD-49</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation:</td>
<td>Zone AE</td>
<td>Entire Development Site is outside the 100 year floodplain. No</td>
</tr>
</tbody>
</table>

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

Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wedgeworth Elementary</td>
<td>EE through X</td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
<tr>
<td>Eddie Finley Sr. Junior High</td>
<td>6 through 8</td>
<td>2016: Yes</td>
</tr>
<tr>
<td>Waxahachie High School</td>
<td>9 through 12</td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
</tbody>
</table>

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

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

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- School Attendance Zone Map with Development labeled;
- 2017 TEA accountability information for each school; and
- UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b.
Tab 08
Supporting Documents for Site Information Part I
-Street Map
Tab 08
Supporting Documents for Site Information Part I
-Census Tract Map
The Address "reed road houston" falls under Tract "48201331900". This tract is for 2013 or 2014.

16 Current Zoom Level
- Show Tracts Outline (Zoom 11+)
- Show LIHTC Projects (Zoom 11+)
- Color Qualified Tracts (Zoom 7+)

The Address "reed road houston" falls under Tract "48201331900". This tract is for 2013 or 2014.

Qualified Census Tract Information

<table>
<thead>
<tr>
<th>Tract</th>
<th>603.00</th>
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</thead>
<tbody>
<tr>
<td>County</td>
<td>Ellis County</td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
</tr>
<tr>
<td>Status (2014)</td>
<td></td>
</tr>
<tr>
<td>Status (2015)</td>
<td></td>
</tr>
<tr>
<td>Poverty Rate</td>
<td>14.3%</td>
</tr>
<tr>
<td>Ratio of Tract Median Income to Tract Income Limit</td>
<td>0.660</td>
</tr>
<tr>
<td>Full Tract Number</td>
<td>48139060300</td>
</tr>
</tbody>
</table>
Tab 08
Supporting Documents for Site Information Part I
-Evidence of Zoning and/or Evidence of Re-Zoning Process
ZONING VERIFICATION LETTER REQUEST

Zoning Verification Letters (ZVL) are intended to provide official documentation of the current zoning for a property. The ZVL does not confirm code compliance with:

- Development regulations or variances;
- Parking requirements;
- Business or structure legal/conforming status; and
- Building or zoning violations.

Additional public record requests should be submitted to the City Secretary’s Office.

Submit the ZVL request via email to dwright@waxahachie.com or by mail to:

City of Waxahachie
Attn: Planning Department
401 S. Rogers
Waxahachie, Texas 75168

Please indicate in your request how you would like to receive the letter, i.e., mailed copy or returned via email. Allow up to five (5) business days for the email response or postmark.

Date of Request: January 12, 2018

Applicant/Recipient Information:

Company: Bonner Carrington

Name: Stuart Shaw

Address: 901 S Mopac Expy

City/State/Zip: Austin, Texas 78746

Phone: 512-220-8000

E-Mail: development@bonnercarrington.com

Property Information:

Address: Approximately the northwest quadrant of Post Oak Drive and US 287, Waxahachie, Texas 75165

Property ID: 184249

Legal Description: 393 J GOOCH & 5 J B & A ADAMS 68.49 ACRES

(Lot, Block, and Subdivision or Abstract, Survey, Tract, and Section)
January 23, 2018

Bonner Carrington  
Attn: Stuart Shaw  
901 S. Mopac Expressway  
Austin, TX 78746  

Re: Zoning Verification Letter Request for the proposed Mariposa Apartment Homes at Waxahachie, located at approximately the northwest quadrant of Post Oak Drive and US 287, Waxahachie, Ellis County, TX 75165

To Whom It May Concern,

In response to your requested zoning verification, please be advised of the following:

The subject property as listed below for the Proposed Mariposa Apartment Homes at Waxahachie is zoned **Single Family Residential District-2 and Planned Development-49 (SF-2 and PD-49)** and is subject to the use and development standards of that zoning district.

- Subject property includes Property ID 184249
- Multiple-Family Dwelling or Apartments allowed per Ordinance 1564, Exhibit C.

Please be aware that Zoning Verification Letters (ZVL) are intended to provide official documentation of the current zoning for a property. This ZVL does not confirm code compliance with:

1. Development regulations or variances;
2. Parking requirements
3. Business or structure legal/conforming status; and
4. Building or zoning violations

I can also confirm that I am a local government official with appropriate jurisdiction over the proposed development. If you have any questions or concerns, please contact the Planning Department at (469) 309-4290.

Sincerely,

Destiny Wright  
Planning Technician
Property ID: 184249
Zoning Verification Exhibit
ORDINANCE NO. 1564

AN ORDINANCE CHANGING THE ZONING ON THE 34.2 ACRES BOUNDED BY MUSTANG CREEK ON THE WEST AND THE WESTERN RIGHT-OF-WAY BOUNDARY OF 287 BY-PASS BETWEEN BROWN STREET AND BROADHEAD ROAD, CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS FROM SINGLE FAMILY-2 DISTRICT TO PLANNED DEVELOPMENT-GENERAL RETAIL, MULTI-FAMILY AND TWO-FAMILY DISTRICT AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS;

SECTION 1. WHEREAS, the City Council of the City of Waxahachie, having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, the hereinbelow described property is classified in said ordinance and any amendments thereto as Single Family-2 District; and

WHEREAS, proper application for the change of zoning has been made in accordance with the zoning ordinance in the City of Waxahachie, and same having been referred to the Planning and Zoning Commission, and said Planning and Zoning Commission has recommended the rezoning thereto from Single Family-2 District to Planned Development-General Retail, Multi-family and Two-family district; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the City ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said rezoning from Single Family-2 District to Planned Development-General Retail, Multi-family and Two-family District;

NOW, THEREFORE, the following described property be, and the same hereby is, rezoned from Single Family-2 District to the following districts:

All that certain lot, tract or parcel of land, being the 34.2 acres bounded by Mustang Creek on the West and the Western right-of-way boundary of 287 By-pass between Brown Street and Broadhead Road, Waxahachie, Ellis County, Texas.

A. The property shown as Tract 1, in Exhibit "A" and more fully described therein, attached hereto and made a part hereof, is rezoned to be Planned Development-General Retail District, and subject to the following conditions and restrictions:

Planned development district permitting retail uses as prescribed in the use schedule of the zoning ordinance of Waxahachie, Texas, for the "GR" General Retail District, subject to the approval of a site plan by the Planning and Zoning Commission and City Council prior to the issuance of any building permit or certificate of occupancy for any structure or use on the premises. Such site plan shall set forth the building areas, off-street parking, points of access, and screening walls, open areas, building setbacks, utility easements, curbs, sidewalks, drives and drainage facilities indicated as necessary to accommodate the use and function of the premises. The dedication and improvements of the pro rata portion of an east-west circulation street having a minimum width of sixty (60) feet shall be provided along the southern boundary of the tract. Provisions shall be made for the dedication of the pro rata share of any right-of-way along U.S. Highway 287 required to provide a major thoroughfare cross section with a median and protected left turn lanes for safe and convenient access to the property.

The density, coverage, height, parking and off-street loading standards shall comply with the minimum standards specified for the "GR", General Retail District for all development.

The requisite site plan may be approved in whole or in part provided the elements influencing the development of the entire tract, such as access, parking and circulation are considered by the partial site plan.

B. The property shown as Tract 2, in Exhibit "B" and more fully described therein, attached hereto and made a part hereof, is rezoned to be Planned Development Two-Family District, and subject to the following conditions and restrictions:
Ordinance No. 1564
February 16, 1987
Page 2

Planned development district permitting residential uses as prescribed in the use schedule of the zoning ordinance of Waxahachie, Texas, for the "2F" Two-family District, subject to the approval of a site plan by the Planning and Zoning Commission and City Council prior to the issuance of any building permit or certificate of occupancy for any structure or use on the premises. Such site plan shall set forth the building areas, off-street parking, points of access, any screening walls, open areas, building setbacks, utility easements, curbs, sidewalks, drives and drainage facilities indicated as necessary to accommodate the use and function of the premises. Provisions shall be made for the dedication of the pro rata share of any right-of-way along U.S. Highway 287 required to provide a major thoroughfare cross section with a median and protected left turn lanes for safe and convenient access to the property.

The density, coverage and height standards shall comply with the minimum standard specified for the "2F" district for all development.

C. The property shown as Tract 3 in Exhibit "C" and more fully described therein, attached hereto and made a part hereof, is rezoned to be Planned Development Multi-family District, and subject to the following conditions and restrictions:

Planned development district permitting uses as prescribed in the use schedule of the zoning ordinance of Waxahachie, Texas, for the "MF-1", Multiple-Family-1 Residence District, subject to the approval of a site plan by the Planning and Zoning Commission and City Council prior to the issuance of any building permit or certificate of occupancy for any structure or use on the premises. Such site plan shall set forth the areas designated for building use and those designated for off-street parking, recreation, yards, open space and related use. The site plan shall also indicate all curbs, sidewalks, drainage facilities, drives, utility easements and service areas indicated as necessary for the proper use and function of the development. The dedication and improvement of the pro rata portion of an east-west circulation street having a minimum right-of-way along U.S. Highway 287 required to provide left turn lanes for sale and convenient access to the property.

The density, coverage, height, parking area standards shall comply with the minimum standards specified for the MF-1, Multiple-Family-1 Residence District. The requisite site plan may be approved in whole or in part provided the elements influencing the development of the entire tract, such as access, parking and circulation are considered by the partial site plan.

SECTION 2. The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED AND ADOPTED on the 16th day of February, 1987.

/s/ Gene O'Donnell
MAYOR

ATTEST:

/s/ Nancy Ross
City Secretary

FIELD NOTES
Tract 1
General Retail
J.B. AND ANN ADAMS SURVEY ABSTRACT 5
City of Waxahachie, Ellis County, Texas

BEING a tract or parcel of land situated in the City of Waxahachie, Ellis County, Texas, and being part of the J.B. and Ann Adams Survey Abstract 5, and also being part of those tracts of land conveyed to Lois Chapman by deed recorded in Volume 366, Page 406 of the Deed Records of Ellis County, and being more particularly described as follows:
BEGINNING at a point for corner at the intersection of the southerly line of said Chapman Tract and the westerly line of U.S. Highway 287 said point also being the southwesterly corner of that tract of land conveyed to the State of Texas by deed recorded in Volume 528, page 227 of the Deed Records of Ellis County;

THENCE South 89° 33' 30'' West along the southerly line of said Chapman Tract a distance of 455.92 feet to a point for corner;

THENCE North 29° 07' 05'' West a distance of 1666.17 feet to an angle point;

THENCE North 06° 02' 55'' East a distance of 274.58 feet to a point for corner in the northerly line of said Chapman Tract;

THENCE North 89° 50' 30'' East along the northerly line of said Chapman Tract a distance of 276.42 feet to a point for corner in the westerly line of U.S. Highway 287;

THENCE South 29° 07' 05'' East along the westerly line of U.S. Highway 287 a distance of 1975.57 feet to the PLACE OF BEGINNING and containing 17.587 acres.
being the southwesterly corner of a 2.050 acre tract;

THENCE South 89° 33' 30" West along the southerly line of said Chapman Tract a distance of 502.36 feet to a point for corner;

THENCE North 00° 26' 30" West a distance of 242.13 feet to the beginning of a curve to the left;

THENCE in a northerly direction and along said curve to the left having a radius of 2140.0 feet, a central angle of 07° 58' 11", and an arc length of 297.67 feet to a point for corner;

THENCE North 60° 52' 55" East a distance of 559.14 feet to a point for corner;

THENCE South 29° 07' 05" East a distance of 550.0 feet to a point for corner;

THENCE South 60° 52' 55" West along the northerly line of a 2.050 acre tract a distance of 263.81 feet to a point for corner;

THENCE South 00° 26' 30" East along the westerly line of said 2.050 acre tract a distance of 198.03 feet to the PLACE OF BEGINNING and containing 9.410 acres.
CIRCULATION CONCEPT PLAN FOR THE PROPERTY OF JOHN ESTES
Tab 08
Supporting Documents for Site Information Part I
- Educational Quality
  - School Attendance Zone Map
  - 2017 TEA Accountability Information
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

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>551</td>
<td>685</td>
<td>80</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>380</td>
<td>800</td>
<td>48</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>728</td>
<td>1,600</td>
<td>46</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score</td>
<td>46.7</td>
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<tr>
<td></td>
<td>Graduation Rate Score</td>
<td>N/A</td>
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<tr>
<td></td>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>14</td>
<td>78%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
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<tr>
<td>Total</td>
<td>24</td>
<td>86%</td>
</tr>
</tbody>
</table>
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

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>796</td>
<td>950</td>
<td>84</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>565</td>
<td>1,200</td>
<td>47</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>969</td>
<td>2,000</td>
<td>48</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>41.0</td>
<td></td>
<td></td>
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<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
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</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>41</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: DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

Campus Demographics

- Campus Type: Elementary
- Campus Size: 748 Students
- Grade Span: EE - 05
- Percent Economically Disadvantaged: 61.5
- Percent English Language Learners: 30.5
- Mobility Rate: 16.5
- Percent Served by Special Education: 11.0
- Percent Enrolled in an Early College High School Program: 0.0

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

TEA | Academics | Performance Reporting

Page 1

August 15, 2017
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,118</td>
<td>2,840</td>
<td>75</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>514</td>
<td>1,400</td>
<td>37</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,130</td>
<td>3,000</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>35.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: Middle School
Campus Size: 998 Students
Grade Span: 06 - 08
Percent Economically Disadvantaged: 58.2
Percent English Language Learners: 9.8
Mobility Rate: 13.3
Percent Served by Special Education: 11.8
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>25 out of 35 = 71%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>16 out of 16 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>41 out of 51 = 80%</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 August 15, 2017
Texas Education Agency
2017 Accountability Summary
Waxahachie H S (070912002) - Waxahachie 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

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>2,359</td>
<td>3,180</td>
<td>74</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>326</td>
<td>1,200</td>
<td>27</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,016</td>
<td>2,400</td>
<td>42</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAAR Score</td>
<td>14.8</td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>22.4</td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>23.4</td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>22.7</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
  DISTINCTION EARNED
- Academic Achievement in Social Studies
  NO DISTINCTION EARNED
- Top 25 Percent Student Progress
  NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps
  NO DISTINCTION EARNED
- Postsecondary Readiness
  DISTINCTION EARNED

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>2,155 Students</td>
</tr>
<tr>
<td>Percent Economically Disadvantaged</td>
<td>43.2</td>
</tr>
<tr>
<td>Percent English Language Learners</td>
<td>3.2</td>
</tr>
<tr>
<td>Mobility Rate</td>
<td>13.1</td>
</tr>
<tr>
<td>Percent Served by Special Education</td>
<td>11.3</td>
</tr>
<tr>
<td>Percent Enrolled in an Early College High School Program</td>
<td>0.2</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>20 out of 28</td>
<td>71%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>15 out of 15</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>5 out of 6</td>
<td>83%</td>
</tr>
<tr>
<td>Total</td>
<td>40 out of 49</td>
<td>82%</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

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Page 1  August 15, 2017
Tab 09
Site Information 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.

**AND**

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

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

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

- Full service grocery store (1 mile)
- Licensed center serving children (2 miles)
- Census tract with crime rate of ≤26 per 1k persons
- Census tract with ≥27% associate degrees adults aged ≥25
- Indoor recreation facility available to public (1 mile)
- Community, civic or service organization (1 mile)
- Pharmacy (1 mile)

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

- Recreation facility (1 mile)
- Community, civic or service organization (1 mile)
- Pharmacy (1 mile)

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

**Application is seeking points for Opportunity Index.**

**Total Points Claimed:** 7

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

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

- Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department's property inventory report of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department's property inventory report 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 report 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.

Contiguous Census Tract #

Contiguous Census Tract #

Contiguous Census Tract #

Total Points Claimed: 3

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

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

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

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

Region: 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):

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

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

OR
Development is in a Rural Area.  

Rehabilitation  

Demolition/Reconstruction  

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

AND  

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

AND, if applicable,  

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

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

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

Application is seeking points for Concerted Revitalization.  

Total Points Claimed: 0  

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

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

Application is seeking points for Declared Disaster Area.  

Total Points Claimed: 6  

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

Development is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year proceeding the Full Application Delivery Date.  

Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.  

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

Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.  

Application is seeking points for Readiness to Proceed.  

Total Points Claimed: 0  

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

Application meets all of the following requirements:  

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

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
- Print-out from THECB website confirming accreditation of university or community college
- Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable
- Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

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

**For other items:**
- Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.
- The Site Demographic Characteristics Report is posted on the Department's website at
  [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
- Map with all contiguous census tracts, if applicable

**Proximity to Urban Core (Competitive HTC Only)**
- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

Urban:

- Copy of the plan, or link to electronic copy. Plan must document that 11.9(d)(7)(A)(I-IV) 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 was 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 fees have 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.
<table>
<thead>
<tr>
<th>Signed architect contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record</td>
</tr>
<tr>
<td>Permit-ready architectural plans</td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority</td>
</tr>
<tr>
<td>Description from architect of record of current stage of architectural plans</td>
</tr>
<tr>
<td>Evidence that site development permit application has been submitted and received by the appropriate permitting authority</td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
</tr>
<tr>
<td>Description of timing for construction permits</td>
</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
</tr>
<tr>
<td>Description of timing for execution of construction contracts</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200</td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.</td>
</tr>
<tr>
<td>Project execution plan</td>
</tr>
<tr>
<td>Other (describe):</td>
</tr>
</tbody>
</table>
Tab 10
Supporting Documents for Site Information Part II
-Opportunity Index (Competitive HTC and Direct Loan Only)
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opportunity Index (Competitive HTC and Direct Loan Only)</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>N/A</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td>N/A</td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td></td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
</tr>
<tr>
<td></td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
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<tr>
<td></td>
<td>Print-out from THECB website confirming accreditation of university or community college</td>
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<tr>
<td></td>
<td>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
<td>For Colonia:</td>
</tr>
<tr>
<td></td>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
</tr>
<tr>
<td></td>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td></td>
<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>
</tr>
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<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
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<td>For Economically Distressed Areas:</td>
</tr>
<tr>
<td></td>
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<td>Map showing development site boundaries, relative to EDA boundaries.</td>
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<tr>
<td></td>
<td>For other items:</td>
</tr>
<tr>
<td></td>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.</td>
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<td></td>
<td>The Site Demographic Characteristics Report is posted on the Department's website at</td>
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<tr>
<td></td>
<td><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>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
</tr>
<tr>
<td></td>
<td>Map with all contiguous census tracts, if applicable</td>
</tr>
<tr>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
<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>
</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-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 fees have 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.
Tab 10
Supporting Documents for Site Information Part II
- Map with Development Site Boundaries Indicated, Relative to Census Tract Boundaries
The Address "reed road houston" falls under Tract "48201331900". This tract is for 2013 or 2014.
The Address "reed road houston" falls under Tract "48139060300". This tract is for 2013 or 2014.
Tab 10
Supporting Documents for Site Information Part II
-Map of Community Assets
Tab 10
Supporting Documents for Site Information Part II
-For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity
Measure the distance between two points on the ground

**Map Length:** 1.00 Miles

**Ground Length:** 1.00

**Heading:** 316.58 degrees
Waxahachie Walmart Supercenter (972) 937-3460

1200 N Highway 77 Waxahachie TX 75165  Get directions

Store Hours
Open 24 Hours

Check stock in this store
Search

Item availability is updated every day at midnight

Departments & Services
These are some of the many departments and services you'll find at this location:

- Alcohol
- Beer
- Wine
- Auto Care
- Gas station
- Tire & Lube
- Automated/Coin-Op Service
- Quick Tag
- Rug Doctor
- Fast Key
- EcoATM
- Redbox
- Coinstar
- ATM
- Mini-melts
- Garden Center
- Grocery
- Deli
- Bakery
- Health and Wellness
- Pharmacy
- Vision Center
- Flu Shots and Immunizations
- Money Services
- Bill Payment
- Bluebird by American Express
- Check Cashing
- Money Order
- Money Transfer
- Walmart MoneyCard
- Personal Services
- First Convenience Bank
- Regal Nails
- Smart Style Hair Salon
- Photo Center
- 1-Hour Photo Center
- Same Day Pickup Photo Center
- Restaurants
- Burger King
- Walmart.com Services
- Pay with Cash
- Pickup
- Pickup Today

Pickup  Today e c,edit C•rd
0
StOl'e Findec' • tb l r oc:k O rd er ('D He1p

Need installation? We can help.

Stores near 75165
Waxahachie 1200 N High... Ennis 700 E Ennis ... Red Oak 100 Ryan Dr... Desoto 108 W. Parke... Lancaster 350 N Blued... Lancaster 150 N Inters... Midlothian 400 N High...
Measure the distance between two points on the ground

**Map Length:** 0.75 Miles

**Ground Length:** 0.75

**Heading:** 127.14 degrees
Showbiz Cinemas
ShowBiz Cinemas currently oversees 96 screens in Texas. Our mission is to provide a first class movie-going experience for every customer that enters our theatre. We are passionate about exceeding the expectations of our customer, investors and the overall movie-going experience. We are your home for movies!

Click here to see our Leadership.

To contact a theatre location:
Contact information for individual theatres is listed on their showtimes listing page.
THE TREASURE OF THE SIERRA MADRE 70TH ANNIVERSARY (1948) PRESENTED BY TCM
Humphrey Bogart, Walter Huston
Rated - 2 hr. 15 min.
No Passes:
7:00PM

THE COMMUTER
Liam Neeson, Vera Farmiga
Rated PG-13 - 1 hr. 44 min.
4:20PM
7:50PM 10:30PM
### Educational Attainment Data (§11.9(c)(5) of the 2018 Qualified Allocation Plan)

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-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>48139060300</td>
<td>Census Tract 603, Ellis County, Texas</td>
<td>2561</td>
<td>751</td>
<td>29.32%</td>
</tr>
</tbody>
</table>
Tab 10
Supporting Documents for Site Information Part II
Print-out from DFPS website confirming daycare licensed to serve relevant age groups
### Child Care Licensing

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

<table>
<thead>
<tr>
<th>Operation Details</th>
<th>Child Care Licensing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Number:</td>
<td>1353987</td>
</tr>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Angels of Faith Preschool of Living Hope Church</td>
</tr>
<tr>
<td>Location Address:</td>
<td>2420 BROWN ST</td>
</tr>
<tr>
<td></td>
<td>WAXAHACHIE, TX 75165</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>2420 BROWN ST</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>972-937-2324</td>
</tr>
<tr>
<td>County:</td>
<td>ELLIS</td>
</tr>
<tr>
<td>Website Address:</td>
<td><a href="http://www.aofp.org">www.aofp.org</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Faith Weiszbrod</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
<td>1/25/2012</td>
</tr>
<tr>
<td>Conditions on Permit?:</td>
<td>No</td>
</tr>
<tr>
<td>Hours of Operation:</td>
<td>06:00 AM-06:00 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>77</td>
</tr>
<tr>
<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
</tr>
<tr>
<td>Number Of Admin Penalties:</td>
<td>0</td>
</tr>
<tr>
<td>Corrective Action?:</td>
<td>No</td>
</tr>
<tr>
<td>Adverse Action?:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
</tbody>
</table>
Hours of Operation and Classes

Hours
We are open from 6:00am to 6:00pm, Monday through Friday.

Classes
6 week - 12 months
12 months - 18 months
18 months - 24 months
2 year olds
3 year olds
4 year olds
Afterschool
Kindergarten - Fifth
Angels of Faith Preschool

Physical Address: 2420 Brown Street
Waxahachie, TX 75165

Phone Number: 972.937.4673

Email: info@aofp.org or use the form to the right.

Contact Angels of Faith Preschool

Name *
First
Last
Email *
Comment *

Submit
Tab 10
Supporting Documents for Site Information Part II
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
# Waxahachie, TX (E Ross St / Farley St) Crime

## Total Crime Index

<table>
<thead>
<tr>
<th>Index Type</th>
<th>Value</th>
<th>Safe than</th>
<th>U.S. Neighborhoods</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>53%</td>
<td>53%</td>
<td></td>
</tr>
</tbody>
</table>

 Representative Crime Rate: 1.42

## Neighborhood Annual Crimes

<table>
<thead>
<tr>
<th>Total Crime</th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>6</td>
<td>93</td>
<td>99</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>1.42</td>
<td>21.95</td>
<td>23.37</td>
</tr>
</tbody>
</table>

## Violent Crime Index

<table>
<thead>
<tr>
<th>Index Type</th>
<th>Value</th>
<th>Safe than</th>
<th>U.S. Neighborhoods</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>70%</td>
<td>70%</td>
<td></td>
</tr>
</tbody>
</table>

## Violent Crime Rate by Type

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>Index</th>
<th>Safe than</th>
</tr>
</thead>
<tbody>
<tr>
<td>Murder</td>
<td>100</td>
<td>100%</td>
</tr>
<tr>
<td>Rape</td>
<td>86</td>
<td>100%</td>
</tr>
<tr>
<td>Robbery</td>
<td>55</td>
<td>100%</td>
</tr>
<tr>
<td>Assault</td>
<td>64</td>
<td>100%</td>
</tr>
</tbody>
</table>

## Violent Crime Comparison (Per 1,000 Residents)

![Comparison Chart]

## My Chances of Becoming a Victim of a Violent Crime

- **1 in 706** in E Ross St / Farley St
- **1 in 696** in Waxahachie
- **1 in 243** in Texas
WAXAHACHIE VIOLENT CRIMES

POPULATION: 33,384

<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>0</td>
<td>1</td>
<td>15</td>
<td>32</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.00</td>
<td>0.03</td>
<td>0.45</td>
<td>0.96</td>
</tr>
</tbody>
</table>

UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

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

PROPERTY CRIME INDEX

49

(100 is safest)

Safer than 49% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY INDEX</th>
<th>THEFT INDEX</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index</td>
<td>47</td>
<td>51</td>
<td>71</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 46

in E Ross St / Farley St

1 IN 39

in Waxahachie

1 IN 35

in Texas
WAXAHACHIE PROPERTY CRIMES

POPULATION: 33,384

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>110</td>
<td>691</td>
<td>59</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>3.29</td>
<td>20.70</td>
<td>1.77</td>
</tr>
</tbody>
</table>

UNITED STATES PROPERTY CRIMES

POPULATION: 321,418,820

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>1,579,527</td>
<td>5,706,346</td>
<td>707,758</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>4.91</td>
<td>17.75</td>
<td>2.20</td>
</tr>
</tbody>
</table>
Tab 10
Supporting Documents for Site Information Part II
Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable
Measure the distance between two points on the ground

Map Length: 0.42 Miles
Ground Length: 0.42
Heading: 280.17 degrees

Mouse Navigation
Save Clear
Service Times

**Blended Worship**

Every Sunday morning we have a blended worship service, a mixture of both new contemporary worship music and some traditional songs.

Sunday’s at 10:30am in the Worship Center.

**Traditional Worship**

Sunday nights we offer a traditional worship service. Led by a small praise team, piano, and the organ. This service features only traditional hymns.

Sunday’s at 6:00pm in the Worship Center.

**Contemporary Worship**

Sunday nights we will begin offering a contemporary service in our newly renovated student center.

Sunday’s at 6:00pm in the Student Center.
Tab 10
Supporting Documents for Site Information Part II
Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
Tab 10
Supporting Documents for Site Information Part II
Map with Development Site boundaries indicated, relative to census tract boundaries
Declared Disaster Area
LIMITATIONS ON THE TYPE OF DISASTER DECLARATION

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

Tex. Gov’t Code §2306.6710(b)(1)(H):

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

APPLICABLE TIME LIMITS

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

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

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

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

WEB ADDRESSES FOR RESEARCHING DISASTER PROCLAMATIONS MADE BY THE TEXAS GOVERNOR

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

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

If you believe a county has been omitted from the list, please submit evidence to Sharon Gamble, Competitive Housing Tax Credit Administrator, at:
sharon.gamble@tdhca.state.tx.us
2018 Declared Disaster Areas
Counties Expiring January 26, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

Bailey Deaf Smith Hockley Navarro
Castro Dickens Hopkins Parmer
Childress Ellis Kaufman Red River
Cochran Franklin Kent Rockwall
Collin Hall King Terry
Dallas Hardeman Lamb Titus
Wichita
<table>
<thead>
<tr>
<th>Angelina</th>
<th>Eastland</th>
<th>Karnes</th>
<th>Roberts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aransas</td>
<td>Erath</td>
<td>Kerr</td>
<td>Robertson</td>
</tr>
<tr>
<td>Atascosa</td>
<td>Falls</td>
<td>Kleberg</td>
<td>Sabine</td>
</tr>
<tr>
<td>Austin</td>
<td>Fayette</td>
<td>Lavaca</td>
<td>San Augustine</td>
</tr>
<tr>
<td>Bandera</td>
<td>Fort Bend</td>
<td>Lee</td>
<td>San Jacinto</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Galveston</td>
<td>Leon</td>
<td>San Patricio</td>
</tr>
<tr>
<td>Bee</td>
<td>Goliad</td>
<td>Liberty</td>
<td>Shelby</td>
</tr>
<tr>
<td>Bexar</td>
<td>Gonzales</td>
<td>Lipscomb</td>
<td>Smith</td>
</tr>
<tr>
<td>Bosque</td>
<td>Gray</td>
<td>Live Oak</td>
<td>Somervell</td>
</tr>
<tr>
<td>Brazoria</td>
<td>Gregg</td>
<td>Lubbock</td>
<td>Stephens</td>
</tr>
<tr>
<td>Brazos</td>
<td>Grimes</td>
<td>Madison</td>
<td>Travis</td>
</tr>
<tr>
<td>Brown</td>
<td>Guadalupe</td>
<td>Marion</td>
<td>Trinity</td>
</tr>
<tr>
<td>Burleson</td>
<td>Hardin</td>
<td>Matagorda</td>
<td>Tyler</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Harris</td>
<td>Milam</td>
<td>Van Zandt</td>
</tr>
<tr>
<td>Calhoun</td>
<td>Harrison</td>
<td>Montgomery</td>
<td>Victoria</td>
</tr>
<tr>
<td>Callahan</td>
<td>Hemphill</td>
<td>Newton</td>
<td>Walker</td>
</tr>
<tr>
<td>Cameron</td>
<td>Henderson</td>
<td>Nueces</td>
<td>Waller</td>
</tr>
<tr>
<td>Chambers</td>
<td>Hidalgo</td>
<td>Ochiltree</td>
<td>Washington</td>
</tr>
<tr>
<td>Clay</td>
<td>Hood</td>
<td>Orange</td>
<td>Wharton</td>
</tr>
<tr>
<td>Coleman</td>
<td>Houston</td>
<td>Palo Pinto</td>
<td>Wheeler</td>
</tr>
<tr>
<td>Colorado</td>
<td>Jackson</td>
<td>Parker</td>
<td>Willacy</td>
</tr>
<tr>
<td>Comal</td>
<td>Jasper</td>
<td>Polk</td>
<td>Wilson</td>
</tr>
<tr>
<td>Comanche</td>
<td>Jefferson</td>
<td>Rains</td>
<td></td>
</tr>
<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
<td></td>
</tr>
</tbody>
</table>
2018 Declared Disaster Areas
Counties Eligible under
§11.9(d)(8) of the 2018 QAP
Readiness to Proceed in Disaster Impacted Counties

Aransas    Fayette    Jefferson    Orange
Austin     Fort Bend    Karnes      Polk
Bastrop    Galveston    Kleberg    Refugio
Bee        Goliad      Lavaca      Sabine
Brazoria   Gonzales    Lee        San Jacinto
Caldwell   Grimes      Liberty    San Patricio
Calhoun    Hardin      Matagorda  Tyler
Chambers   Harris      Montgomery  Victoria
Colorado   Jackson     Newton     Walker
DeWitt     Jasper      Nueces     Waller
               Wharton
Tab 11
Site Information Part III
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control: 12.14 acres</th>
<th>Site Plan: 11.48 acres</th>
<th>Appraisal:</th>
<th>ESA: 57 acres</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 Phase I ESA and contract consisted of more area that is actually needed to be purchased. The applicant will have to pay for a minimum of 12 acres as part of purchase contract.

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):

   **Entity Name**: Ameritai Partnership  
   **Contact Name**: Ladd Vien  
   **Address**: 1015 Ferris Avenue  
   **City**: Waxahachie  
   **State**: TX  
   **Zip**: 75165-2588  
   **Date of Last Sale**: 4/12/01

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

   If "Yes," please explain: **SSFP is purchaser and assigned to the LP for the application.**

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

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

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

   Site Control is in the form of:
   - [x] Contract for sale.
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [ ] Contract for lease.
   - [ ] Expiration of Contract or Option: 10/15/18  
     Anticipated Closing Date: 10/15/18
   - [ ] 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.

4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) - §11.4(c)**

   Development qualifies for the boost for:
   - [x] Qualified Census tract that has less than 20% HTC Units per household
   - [ ] Development is located in a Small Area Difficult Development Area (SADDA)
   - [x] Rural Development (Competitive HTC only)
   - [ ] Development is entirely Supportive Housing (Competitive HTC Only)
   - [ ] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
   - [x] 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)
   - [x] Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

   If a revised form is submitted, date of submission: ________________
**Support Documentation from Site Information Part III Should be Included Behind this Tab.**

<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>![x]</td>
<td>Site Control Documentation</td>
</tr>
<tr>
<td>![x]</td>
<td>Title Commitment or Policy</td>
</tr>
<tr>
<td>![N/A]</td>
<td>Each of the Direct Loan exhibits identified below (as applicable)</td>
</tr>
</tbody>
</table>

**Increase in Eligible Basis (30% Boost)**

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>![N/A]</td>
<td>Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</td>
</tr>
<tr>
<td>![N/A]</td>
<td>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</td>
</tr>
<tr>
<td>![N/A]</td>
<td>SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable</td>
</tr>
</tbody>
</table>

**Site & Neighborhood Standards (New Construction Direct Loan only)**

Confirm the following supporting documents are provided behind this tab.

<p>| | |</p>
<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>![N/A]</td>
<td>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.</td>
</tr>
<tr>
<td>![N/A]</td>
<td>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.</td>
</tr>
<tr>
<td>![N/A]</td>
<td>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 <a href="http://www.census.gov">www.census.gov</a>.</td>
</tr>
<tr>
<td>![N/A]</td>
<td>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.</td>
</tr>
</tbody>
</table>
Tab 12
Supporting Documents for Site Information Part III
-Site Control Documentation
ASSIGNMENT OF AGREEMENT OF SALE AND PURCHASE

THIS ASSIGNMENT OF AGREEMENT OF SALE AND PURCHASE is made as of January 8, 2018, by STUART SHAW FAMILY PARTNERSHIP, LTD. ("Assignor") to MWH Waxahachie Senior Residential LP ("Assignee").

WHEREAS, Assignor is the Purchaser under that certain Agreement of Sale and Purchase dated January 8, 2018, (the “Contract”) between Ameritai Partnership, as Seller (herein so called) and Assignor as Purchaser, covering certain property detailed in the attached Exhibit A (the "Property").

WHEREAS, Assignor desires to assign to Assignee the interest of Assignor in and to the Contract solely as it pertains to the Property as more particularly described in the Contract attached hereto as Exhibit A (“Assigned Property”) for purposes of securing an award for Housing Tax Credits in the 2018 9% Application Round administered by the Texas Department of Housing and Community Affairs;

NOW, THEREFORE, for and in consideration of the payment by Assignee to Assignor of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has ASSIGNED, TRANSFERRED, CONVEYED and DELIVERED and by these presents does ASSIGN, TRANSFER, CONVEY and DELIVER unto Assignee, its successors and assigns, the entire interest of Assignor in and to the Contract solely as it pertains to the Assigned Property including all warranties, representations, covenants, obligations and agreements contained in the Contract which survived the delivery of the Property. Additionally, Assignee is responsible for paying a brokerage fee to Carrington Block 19, Inc.

Should Assignee withdraw their application or fail to receive an allocation of tax credits from the Texas Department of Housing and Community Affairs for the 2018 9% Application Round then this assignment will automatically terminate.

Assignor represents and warrants that Assignor is the owner of the interest of Purchaser under the Contract free from any encumbrance, claim or previous assignment by Assignor.

Assignee agrees to assume and perform all of Assignor’s obligations under the Contract as it pertains to the Assigned Property.

SIGNATURE PAGE FOLLOWS
ASSIGNOR:
STUART SHAW FAMILY PARTNERSHIP, LTD.

[Signature]
Stuart B. Shaw, President and Manager
of its General Partner

ASSIGNEE:
MWH Waxahachie Residential LP

[Signature]
Stuart B. Shaw, Applicant’s Representative
EXHIBIT A

SEE ATTACHED
AGREEMENT OF SALE AND PURCHASE
(12-14 ACRES +/-, WAXAHACHIE, ELLIS COUNTY, TEXAS)

THIS AGREEMENT OF SALE AND PURCHASE (the "Agreement") is made and entered into by and between the parties listed below as "Seller" and "Purchaser", effective as of the Effective Date (defined below).

I.
BASIC TERMS

1.1 The following shall constitute the Basic Terms (herein so called) of this Agreement, and the terms having initial capital letters, used in the captions, or otherwise defined in the Article I shall have the same meaning when used in other Articles of this Agreement, unless the context otherwise requires a different meaning. Also, in the event of any conflict between the Basic Terms and other provisions in this Agreement, the Basic Terms shall control.

1.1.1 Seller: AMERITAI PARTNERSHIP

Address: 1015 Ferris Avenue
Waxahachie, Texas 75165

1.1.2 Purchaser: STUART SHAW FAMILY PARTNERSHIP, LTD., AND/OR ASSIGNS

Address: Attention: Stuart Shaw and Casey Bump
901 Mopac Expressway
Building V, Suite 100
Austin, Texas 78746

Stuart Shaw
Phone: 512.220.9900
Cell: 512.925.2266
Email: stuart@bonnecarrington.com

Casey Bump
Phone: 512.220.9902
Cell: 512.796.4031
Email: casey@bonnecarrington.com

1.1.3 Land: Approximately 12 to 14 Acres, Waxahachie, Texas, in the County of Ellis (herein so called) so indicated, and described on Exhibit "A" attached

Page

1  |  P a g e
hereto. The legal description of the Property contained on the Survey (defined below) shall be deemed incorporated herein for all purposes as the legal description of the Property. The Property is more particularly described in Article II below.

1.1.4 Purchase Price: $5.00 per Net Square Foot (defined below) contained within the Property. The term "Net Square Foot" means each square foot in the Property excluding each current and proposed square foot dedicated to flood plain, pipeline easements, easement for access to Seller’s land adjacent to Property described below, drainage easements and other easements upon which Purchaser may not construct improvements. The aggregate of each Net Square Foot shall be referred to as the “Net Square Feet.”

1.1.5 Earnest Money: initially, $5,000.00, to be delivered to the Title Company (defined below), on or before three (3) business days after the Effective Date (defined below), and (ii) if Purchaser does not terminate this Agreement within the Review Period, an additional deposit of $5,000.00 to the Title Company shall be made by Purchaser on or before August 15, 2018. All of such deposits shall be collectively referred to as the “Earnest Money”. Except as otherwise specifically provided herein (e.g., default by Seller and casualty or condemnation), the Earnest Money shall be non-refundable as of August 15, 2018, and shall be applicable to the Purchase Price.

1.1.6 Title Company: Town Square Title
Attn: Vicki Cearnal
200 N. College
Waxahachie, Texas 75165
P – 972-935-0800

1.1.7 Review Period: A period of time expiring August 15, 2018 (the “Review Period”).

1.1.8 Closing: On or before October 15, 2018, subject to extension as follows: Purchaser shall have the option to extend the Closing for up to three (3) periods of three calendar months each, by the payment of $5,000.00 for each three calendar month period on or before the fifteenth (15th) day of each such third calendar month, each of which shall non-refundable (except upon Seller default or casualty or condemnation), and applicable to the Purchase Price.

1.1.9 Broker: Edwin Miller, representative of Purchaser, will be paid a commission equal to three percent (3%) for first $1,000,000.00 and two percent (2%) for the remaining balance of the Purchase Price to be paid by Seller at Closing. Broker shall not be entitled to any commission unless the Closing actually occurs and Broker shall not be entitled to any portion of the Earnest Money retained by Seller under other provisions of this Agreement should the Closing not occur.
1.1.10 **Special Provisions:** Seller will work with Purchaser to find mutually agreeable location for an emergency exit and also to locate an entrance of approximately 75' wide for joint use. Purchaser will be responsible for the cost and installation of the roadway improvements. The land for the entrance and exit will provided at no charge to the Purchaser since the areas will be used for both the Seller and Purchaser. Seller and Purchaser agree to enter into a maintenance agreement, to be negotiated in good faith at a later date, based on pro rata use of the drives by Purchaser and Seller.

**II. DESCRIPTION OF THE PROPERTY**

In consideration of the Purchase Price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase the Property from Seller, together with all rights and appurtenances pertaining to such real estate, including, without limitation, any and all existing engineering and architectural drawings prepared for Seller, all mineral and surface rights, and all rights of Seller in and to all roads, alleys, easements, streets and ways adjacent to the Property, strips and gores and rights of ingress and egress thereto.

**III. CLOSING**

3.1 The procedure to be followed by the parties in connection with each Closing shall be as follows:

3.1.1 At Closing the Seller shall cause to be delivered to the Title Company (sometimes herein referred to as the "Escrow Agent") or to Purchaser, as applicable, the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form and in form acceptable to Purchaser:

3.1.1.1 A special warranty deed (the "Deed") dated as of the Closing Date, in favor of Purchaser or its assignee;

3.1.1.2 Evidence acceptable to Title Company, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller, including documentation confirming the legal existence of Seller, the authority of Seller to execute and deliver such closing documents and the valid execution of such closing documents on behalf of Seller;

3.1.1.3 Possession of the Property, subject only to the Permitted Exceptions;

3.1.1.4 A certificate in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying as to the nonforeign status.
of a transferor, in the form required by the Internal Revenue Service ("IRS"), and in the event that Seller fails or refuses to deliver such certificate to Purchaser and the Title Company at the Closing, Seller authorizes the Purchaser or the Title Company to withhold from the cash portion of the Purchase Price as authorized by the IRS; and

3.1.1.5 All other documents and instruments reasonably required by Purchaser or the Title Company to effectuate the Closing.

3.1.2 At the Closing, Purchaser, or its assignee, shall cause to be delivered to the Title Company funds payable to the Title Company representing the cash portion of the Purchase Price, due in accordance with Article I hereof, less the Earnest Money together with all accrued interest thereon, which is to be applied to the total cash payment required, and plus or minus prorations and credits provided herein.

3.1.3 At the Closing, Seller and Purchaser shall cause to be delivered to the Title Company such other instruments and documents as may be necessary and appropriate and required hereunder in order to complete the Closing of the transactions contemplated hereunder.

3.2 Upon the completion of the deliveries specified in Section 3.1 above, the Escrow Agent shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate records of the county in which the Property is located, and shall deliver the balance of the proceeds from the sale to Seller, after deducting all expenses thereof or such other items as may be specified herein.

3.3 Seller shall furnish Purchaser with a Texas Standard Owner's Policy of Title Insurance (the "Owner's Title Policy") within a reasonable time after the Closing, in the full amount of the applicable Purchase Price, wherein the Title Company shall insure that fee simple title to the Project is vested in Purchaser, containing no exception to such title other than the Permitted Exceptions (hereinafter defined) and the standard printed exceptions (provided that the area and boundaries exceptions shall be amended at Purchaser's option and expense to except only to "Shortages in Area", the exception for restrictive covenants shall be endorsed "None of Record" or shall list only those restrictive covenants as may be Permitted Exceptions, the exception for taxes shall be limited to taxes for the year in which Closing occurs and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, and endorsed "Not Yet Due and Payable"), any exception for parties in possession of the Property shall be deleted, and there shall be no exception for visible and apparent easements, roads and highways or any other matters which would be disclosed by a current survey of the Property.

3.4 Seller shall pay the cost of the Owner's Title Policy, and, except as otherwise provided herein, all other escrow and closing costs shall be allocated to and paid by Seller and Purchaser in accordance with the manner in which such costs are customarily borne by such parties in sales of similar property in the county in which the Property is located, on the date of Closing; provided, however, each party shall pay its own attorneys' fees.
IV.
ITEMS FOR REVIEW; REVIEW PERIOD

4.1 Upon execution of this Agreement, Purchaser and/or Seller, as the case may be, shall perform the following within the time stated, each of which shall be a condition precedent to Closing:

4.1.1 On or before ten (10) days after the Effective Date, Purchaser, at Seller's sole cost and expense, shall obtain a Commitment for Title Insurance or a Commitment to Insure (the "Commitment") dated not earlier than the date of this Agreement, issued by the Title Company, showing Seller's title to the Property to be good and indefeasible, together with true, correct and legible copies of all items and documents referred to therein. Purchaser shall have thirty (30) days after receipt of said items (and the Survey hereinafter referred to) to examine the condition of title and approve or disapprove the same. Those items listed in the Commitment and not disapproved of by Purchaser shall be referred to as the "Permitted Exceptions." In the event that Purchaser disapproves of all or any item referred to in the Commitment, Seller shall have a period of twenty (20) days within which to cure or remove such exceptions. In the event Seller fails or refuses to cure all of such items within such twenty (20) day cure period, Purchaser shall have the right to terminate this Agreement, whereupon the Title Company is hereby authorized to, and shall, upon request of Purchaser, and the parties hereto shall be released from all obligations hereunder. In the alternative, at the written request of Purchaser, Seller shall deliver the title in its existing condition and Purchaser shall, by acceptance of such title, waive any objections to such title which have not been cured except as to warranties contained in the documents of conveyance.

4.1.2 On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser copies of the existing survey or surveys of the Property (collectively, the "Survey"). Thereafter, Purchaser, at Purchaser's expense, shall cause to be prepared and furnished to Seller an update of the Survey of the Property (the "Updated Survey"), prepared by a duly licensed land surveyor. If Purchaser shall disapprove the Updated Survey, Purchaser shall have the right to terminate this Agreement and, upon such termination, all Earnest Money previously deposited shall be immediately refunded to Purchaser and the parties hereto shall have no further liability or obligations hereunder.

4.1.3 On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser the following: engineering reports, geotechnical reports, environmental reports, surveys, engineering and utility cost estimates and all other engineering, environmental, construction, utility, legal and municipal information and data in its or its consultant's possession that is pertinent to the development of the Property.

4.2 During the Review Period, Purchaser shall have the right to perform any and all inspections or studies of the Property which Purchaser may desire, including but not limited to a physical inspection of the Property and a feasibility study of the Property, including but not limited to review of availability of utilities, water, wastewater disposal capacity and necessity of lift station and drainage and detention aspects of the Property.
If Purchaser shall find such inspections or studies to be unsatisfactory, for any reason, if Purchaser otherwise determines that the Property is not suitable for its intended use thereof, for any reason whatsoever, Purchaser shall have the right, at its option, to terminate this Agreement within the Review Period. Unless Purchaser delivers a statement to Seller and to the Title Company stating "the Property is acceptable and Purchaser intends to close" on or before the expiration of the Review Period, Purchaser shall be deemed to have rejected the condition of the Property, and this Agreement shall immediately terminate. Purchaser shall indemnify and hold Seller harmless against any claims made as a result of Purchaser's inspection of the Property, and Purchaser shall repair any damage done to the Property as a result of Purchaser's inspection of the Property.

V.
REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 In addition to the representations and warranties contained in other articles of this Agreement, Seller makes the following representations and warranties which shall be true and correct as of the Closing Date and shall survive the Closing as provided below, and the truth of which shall be a condition precedent to Purchaser's obligations to close the transaction contemplated herein:

5.1.1 To the best of Seller's knowledge, Seller has received no notice (i) from any governmental authority advising Seller of its violation of a governmental ordinance, order or regulation relating to the Property, or (ii) any pending or contemplated condemnation, eminent domain, special assessments, or litigation with respect to the Property. Seller agrees to provide Purchaser with copies of any such notices it receives following the date hereof.

5.1.2 At Closing, Seller will own the indefeasible title to the Property, and Seller has the full authority to enter into this Agreement. The Property is subject to agricultural or open space classification for property tax purposes and Purchaser shall be responsible for the payment of any "rollback" taxes. The person executing this Agreement on behalf of Seller is fully authorized to do so, and this Agreement constitutes the binding agreement of Seller.

VI.
SURVIVAL

All warranties, representations, covenants obligations and agreements contained in this Agreement shall survive the execution and delivery of the Deed and shall survive the Closing hereof for a period of one (1) year.

VII.
PRORATIONS AND ADJUSTMENTS
Ad valorem taxes on the Property for the current year shall be prorated at the Closing, effective as of such Closing utilizing the best available computations of such items. If current ad valorem tax assessments are unavailable at Closing, said ad valorem taxes shall be adjusted based on tax assessments for the immediately preceding tax year, with said tax proration to be adjusted in cash between the parties, based on actual taxes for the current year, at the time such actual taxes are determined; provided, however, all special tax assessments made by any taxing authority with respect to the Property or due to any change in use of the Property shall be the sole responsibility of Purchaser. The provisions of this paragraph shall survive Closing.

VIII. COMMISSIONS

8.1 Seller shall be responsible for the payment of any and all real estate commissions, claims for such commissions and/or similar type fees arising, directly or indirectly, out of this transaction to the Broker, and Seller does hereby agree to indemnify Purchaser against and hold Purchaser harmless from any and all such real estate commissions, claims for such commissions or similar fees, including attorneys' fees incurred in any lawsuit regarding such commissions or fees. In connection therewith, Purchaser does hereby represent and warrant that it, its officers, employees and agents, have contracted for no such real estate commissions, nor has it, without knowledge of Seller, contacted real estate agents or brokers, other than the Broker, nor has it, without Seller's knowledge, acted in a manner so as to give rise to a claim for such real estate commissions or similar fees.

8.2 By its execution hereof Purchaser acknowledges that it has been informed by real estate brokers involved with this transaction that the Purchaser should have the abstract covering the Property examined by an attorney of the Purchaser's selection or that the Purchaser should be furnished with or obtain an owner's policy of title insurance covering the Property.

IX. TERMINATION AND REMEDIES

9.1 In the event that any of the Seller's representations or warranties contained herein are untrue or if Seller shall have failed to have performed any of the covenants and/or agreements contained herein which are to be performed by Seller, or if any of the conditions precedent to Purchaser's obligation to consummate the transactions contemplated hereby shall have failed to occur, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller or Purchaser may seek to enforce specific performance of this Agreement. It is expressly understood and agreed by Seller and Purchaser that the failure by Purchaser to terminate this Agreement for any reason pursuant to this Section 9.1 shall in no way waive, alter or modify any rights of Purchaser in regard to the representations, warranties, covenants and agreements of Seller herein.
9.2 If this Agreement is terminated by Purchaser pursuant to any provision of this Agreement authorizing such termination, Purchaser shall be entitled to the immediate refund of any and all Earnest Money previously deposited, and thereafter Purchaser shall have no further obligations hereunder.

9.3 If Seller is not then in default in its obligations or agreements, and the Purchaser has not terminated this Agreement pursuant to any of the provisions authorizing such termination, and Purchaser fails to close the transaction contemplated hereby, Seller shall be entitled to receive the Earnest Money as Seller's sole and exclusive remedy for such failure, Seller hereby specifically waiving any and all rights which it may have to damages, specific performance or any other remedy as a result of Purchaser's default under this Agreement.

X.
RISK OF LOSS

10.1 Risk of loss until a Closing shall be borne by Seller. In the event that damage, loss or destruction of the Property or any part thereof, by fire or other casualty, or through condemnation or sale in lieu thereof, occurs prior to the actual closing of the transactions contemplated hereby, the extent of such damage or taking involving more than 10% of the Purchase Price (a "Material Event"), the Purchaser shall, at its option, elect one of the following:

10.1.1 To terminate this Agreement and receive an immediate refund of all Earnest Money previously deposited.

10.1.2 To close the transactions contemplated hereby and take an assignment of and receive in cash all insurance or condemnation proceeds payable as a result of such casualty loss or condemnation, and receive a credit in the amount of any deductible applicable to such insurance coverage, or, if such proceeds are not available, to receive a credit against the Purchase Price (applied first against the cash portion thereof due at Closing) in the amount of such casualty loss or condemnation proceeds together with any deductible amount applicable thereto.

10.2 In the event of less than a Material Event, Purchaser shall close the transactions contemplated hereby and take an assignment of and receive in cash all insurance or condemnation proceeds payable as a result of such casualty loss or condemnation, and receive a credit in the amount of any deductible applicable to such insurance coverage, or, if such proceeds are not available, to receive a credit against the Purchase Price (applied first against the cash portion thereof due at Closing) in the amount of such casualty loss or condemnation proceeds together with any deductible amount applicable thereto.

XI.
NOTICES
11.1 Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be given upon receipt, if hand delivered or delivered by express delivery service, or two (2) days after deposit of such notice in registered or certified mail, return receipt requested (provided that any notice of termination shall be effective immediately upon deposit in registered or certified mail, return receipt requested), or if made by facsimile/email, it will be deemed delivered the day of transmission with fax or email receipt verification, and addressed to the parties at the address provided in Article I.

11.2 The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated in Article I shall be deemed to continue in effect for all purposes.

XII.
MISCELLANEOUS

12.1 Entire Agreement. THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO PROMISE, REPRESENTATION, WARRANTY OR COVENANT NOT INCLUDED IN THIS AGREEMENT OR ANY SUCH REFERENCED AGREEMENTS HAS BEEN OR IS RELIED UPON BY EITHER PARTY.

12.2 No Oral Modification. NO MODIFICATION OR AMENDMENT OF THIS AGREEMENT SHALL BE OF ANY FORCE OR EFFECT UNLESS MADE IN WRITING AND EXECUTED BY BOTH PURCHASER AND SELLER.

12.3 Choice of Law and Venue. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Texas, and shall be performable in the County.

12.4 Attorneys' Fees. The prevailing party in any litigation between the parties arising under this Agreement shall be entitled to recover reasonable attorney's fees.

12.5 Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or electronically which together shall constitute the agreement of the parties. The article headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

12.6 Assignment. This Agreement, and the rights and obligations hereunder, may be assigned by Purchaser at any time to any entity in which Purchaser, Stuart Shaw or any affiliate of Purchaser or Stuart Shaw is a member or partner; otherwise, the prior written consent of Seller shall be required, not to be unreasonably withheld. In the event of any such assignment, and the assignee assumes all of Purchaser's obligations under...
this Agreement, the original party designated as the Purchaser shall be released from all
duties or obligations hereunder and the Seller agrees to close the transaction
contemplated hereunder with the assignee of Purchaser.

12.7 Date of Agreement. All references in this Agreement to "the date hereof," "Effective Date", or similar references shall be deemed to refer to the last date, in point of
time, on which all parties hereto have executed this Agreement and the Title Company
has acknowledged receipt of a fully executed counterpart of this Agreement.

12.8 Parties Bound. This Agreement and the terms and provisions hereof shall
inure to the benefit of and be binding upon the parties hereto and their respective heirs,
executors, personal representatives, successors and assigns whenever the context so
requires or admits.

12.9 Enforceability. If any provisions of this Agreement are held to be illegal, invalid
or unenforceable under present or future laws, such provisions shall be fully severable,
and this Agreement shall be construed and enforced as if such illegal, invalid or
unenforceable provision had never comprised a part of this Agreement, and the remaining
provisions of this Agreement shall remain in full force and effect and not be affected by
the illegal, invalid or unenforceable provision or by its severance from this Agreement,
provided that both parties hereto may still effectively realize the complete benefit of the
transaction contemplated hereby.

12.10 Gender; Number. Any references to one gender used herein, whether
masculine, feminine or neuter, shall be deemed to be a reference to any other gender as
may be appropriate under the circumstances; further, the singular shall include the plural
and the plural the singular.

12.11 Term of Offer. This Agreement constitutes an offer by Purchaser to purchase
the Property on the terms and conditions and for the Purchase Price specified herein.
Unless sooner terminated or withdrawn by notice in writing to Seller, this offer shall lapse
and terminate five (5) business days after Purchaser's delivery of this Agreement unless,
prior to such time, Seller has executed and returned to Purchaser two (2) fully executed
copies of this Agreement.

12.12 Day of Performance. In the event the day for which performance is scheduled
hereunder is a Saturday, Sunday, or a holiday observed by national banking associations
in the County, then the day for such performance shall be the immediately following
business day. Any reference to a "business day" in this Agreement shall mean a day
other than a Saturday, Sunday or holiday observed by national banking associations in
the County.

12.13 Confidentiality. This Agreement and all of the terms and provisions hereof are
confidential. Purchaser and Seller agree to keep confidential (and shall use their best
efforts to cause their agents, employees and the Broker to keep confidential) all
discussions of this Agreement, the proposed acquisition, all documents and materials
delivered pursuant to this Agreement, except for necessary disclosure to partners, employees, accountants, attorneys, lenders and consultants of the parties hereto. No public announcements concerning this Agreement or the transaction contemplated herein shall be made by either party without the mutual consent of the parties. SPECIFICALLY, SELLER SHALL KEEP THE PURCHASE PRICE AND THE TERMS OF THIS AGREEMENT STRICTLY CONFIDENTIAL.

SEPARATE SIGNATURE PAGES FOLLOW
SELLER:
AMERITAIPARTNERSHIP

[Signature]

Name:
Title:

Date: 1/05/2018
PURCHASER:
STUART SHAW FAMILY PARTNERSHIP, LTD.

Stuart B. Shaw, Manager of its General Partner

Date: January 5, 2018
ACCEPTANCE BY TITLE COMPANY

The undersigned title company TOWN SQUARE TITLE, referred to in the foregoing Contract as the "Title Company", hereby acknowledges receipt of a fully executed copy (or executed counterparts) of the foregoing Contract.

By:  
Its:  
Date: 1/05/2018
EXHIBIT “A”
THE PROPERTY
APPROXIMATELY 12 TO 14 ACRES OUT OF

Property Details

<table>
<thead>
<tr>
<th>Account</th>
<th>Property ID: 184249</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Description:</td>
<td>393 J GOOCH &amp; S J B &amp; A ADAMS 68.48 ACRES</td>
</tr>
</tbody>
</table>

![Diagram of the property with labels such as "SITE" and "SEWER LINE".
Earnest Money Receipt

Concerning that certain real estate contract by and between

Buyer(s)

Stuart Shaw Family Partnership, LTD., AND/OR Assigns

and

Ameritai Partnership

relating to the following property

Highway 287 Waxahachie, TX 75165

Receipt of $5,000.00 earnest money in the form of check # 4507 is hereby acknowledged this the 8th day of January, 2018.

Town Square Title Company, LLC

911 Ferris Avenue

Waxahachie, TX 75165

By:  

Jennifer Aman
Escrow-Technician

jaman@townsquaretitle.com
Tel: (972) 935-0800
Fax: (972) 938-1045
STUART SHAW FAMILY PARTNERSHIP LTD
OPERATING ACCOUNT
P.O. BOX 2217
AUSTIN, TX 78768
(512) 220-8000

AMERICAN BANK OF COMMERCE
88-1781/1149

01/05/18

4507

CHECK NO.

DATE

AMOUNT

**********FIVE THOUSAND DOLLARS AND 00 CENTS**********

*******5,000.00

PAY
TO THE
ORDER
OF

TOWN SQUARE TITLE
ATTN: VICKI CARNAL
200 N. COLLEGE
WAXAHACHIE TX 75165

AUTHORIZED SIGNATURE

#004507# 11117814: 42 016 71#
Tab 12
Supporting Documents for Site Information Part III
-Title Commitment
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We (FIDELITY NATIONAL TITLE INSURANCE COMPANY) 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.

TX0198 018-28695
Town Square Title Company, LLC
200 N. Rogers, Suite B
Waxahachie, TX 75165
Tel: (972) 935-0800

Fidelity National Title Insurance Company

By: 
President

Authorized Countersignature

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

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;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

Additional Ways Information is Collected through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number, time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser.

Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.
When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in accordance with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.
If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection “Third Party Opt Out.”

Access and Correction
To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights
Under California's “Shine the Light” law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with “Request for California Privacy Information” in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the “Shine the Light” requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to “do not track” requests and other similar mechanisms. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice
By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from 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 may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014
LAST UPDATED: JANUARY 24, 2014
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date:  January 10, 2018, 8:00 am

Commitment No. ______________________, issued January 22, 2018, 8:00 am

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:  PROPOSED INSURED:  MWH Waxahachie Senior Residential LP
   
   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 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:  Ameritai Partnership

4. Legal description of land:
   See Attached Exhibit "A"
EXHIBIT "A"

SUBJECT PROPERTY BEING AN APPROXIMATE 12-14 ACRES TRACT OF LAND OUT OF THE FOLLOWING DESCRIBED TRACT(S) OF LAND, AND SUBJECT PROPERTY TO BE DESCRIBED BY SURVEY TO BE FURNISHED TO FILE AS REQUIRED.

BEING a tract or parcel of land situated in the City of Waxahachie, Ellis County, Texas, and being part of the J. B. and ANN ADAMS SURVEY ABSTRACT NO. 5 and the JOHN GOOCH SURVEY ABSTRACT NO. 393, and being part of that tract of land conveyed to John L. Estes by the Fifteenth Conveyance in the Partition and Exchange Deed recorded in Volume 706, Page 35, of the Deed Records of Ellis County, and being more particularly described as follows:

BEGINNING at a point for corner at a 1/2" iron pipe found in the center line of a gravel road at the Northwesterly corner of that 31.09 acre tract of land conveyed to O.H. Chapman by deed recorded in Volume 198, Page 538, of the Deed Records of Ellis County said point also being the Northeasterly corner of Gingerbread Village, an addition to the City of Waxahachie as recorded in Cabinet B, Slides 352 and 353, of the Map Records of Ellis County;

THENCE North 60° 35' 49" East, along the Northerly line of said 31.09 acre tract and the Southerly line of Littleton Estate, an addition to the City of Waxahachie as recorded in Cabinet C, Slide 587, of the Map Records of Ellis County a distance of 619.17 feet to a point for corner at a 1/2" iron rod found;

THENCE South 29° 00' 36" East, at 25.0 feet passing a 1/2" iron rod found at the Northwesterly corner of that 0.54 acre tract of land conveyed to Travis Raburn Locker, et ux, by deed recorded in Volume 504, Page 156, of the Deed Records of Ellis County then along the Westerly line of said 0.54 acre tract, in all a distance of 157.96 feet to a point for corner at a 1" iron pipe found;

THENCE North 60° 40' 30" East, along the Southerly line of said 0.54 acre tract a distance of 169.53 feet to a point for corner at a 1" iron pipe found;

THENCE North 22° 44' 06" West, along the Easterly line of said 0.54 acre tract passing its Northeasterly corner, in all a distance of 159.27 feet to a point for corner at a 1/2' iron rod set in the center line of a gravel road;

THENCE North 60° 35' 47" East, along the center line of a gravel road and the Southerly line of said Littleton Estate addition a distance of 50.43 feet to a point for corner at a 1" bolt found;

THENCE South 22° 44' 05" East, along the Westerly line of that 8.85 acre tract of land conveyed to Roscoe B. Davis, et ux, by deed recorded in Volume 510, Page 458, of the Deed Records of Ellis County a distance of 714.4 feet to a point for corner at a 1/2" iron rod set;

THENCE South 84° 48' 05" East, along the Southerly line of said 8.85 acre tract a distance of 190.0 feet to a point for corner at a 1/2" iron rod set;

THENCE North 6° 02' 55" East, along the Easterly line of said 8.85 acre tract a distance of 1127.0 feet to a point for corner at a 1/2" iron rod set;

THENCE North 89° 50' 31" East, along the Northerly line of said Estes tract and the Southerly line of that tract of land conveyed to Damon W. Bentley and Douglas B. Pope by deed recorded in Volume 1514, Page 611, of the Official Public Records of Ellis County a distance of 563.92 feet to a point for corner at a 1/2" iron rod set in the Westerly line of U. S. Highway 287;

THENCE South 29° 07' 05" East, (record bearing from November, 1984 survey of the property) along the Westerly line of U. S. Highway 287 a distance of 1975.57 feet to a point for corner at a 1/2" iron rod set;
THENCE South 89° 33' 30" West, along the Southerly line of said Estes tract and the Northerly line of that tract of land conveyed to Waxahachie Development Co. by deed recorded in Volume 721, Page 268, of the Deed Records of Ellis County a distance of 455.92 feet to a point for corner at a 1/2" iron rod set;

THENCE North 29° 07' 05" West, along the Easterly line of that 2.05 acre tract of land conveyed to Ellis County Water Control and Improvement District No. 1 by deed recorded in Volume 749, Page 951, of the Deed Records of Ellis County a distance of 370.0 feet to a point for corner at a 1/2" iron rod set;

THENCE South 60° 52' 55" West, along the Northerly line of said 2.05 acre tract of land conveyed to Ellis County Water Control and Improvement District No. 1 by deed recorded in Volume 749, Page 951, of the Deed Records of Ellis County a distance of 263.81 feet to a point for corner at a steel post;

THENCE South 0° 26' 30" East, along the Westerly line of said 2.05 acre tract a distance of 198.03 feet to a point for corner at a steel post;

THENCE South 89° 33' 30" West, along the Southerly line of said Estes tract and the Northerly line of said Waxahachie Development Co. tract a distance of 843.5 feet to a point for corner at a 1/2" iron rod set;

THENCE North 5° 59' 36" East, along the Easterly line of that 4.041 acre tract of land conveyed to Herschel D. Allen, et ux, by deed recorded in Volume 513, Page 449, of the Deed Records of Ellis County a distance of 300.61 feet to a point for corner at a 1/2" iron rod set;

THENCE North 85° 17' 27" West, along a Northerly line of said 4.041 acre tract a distance of 195.46 feet to a point for corner at a 1/2" iron rod set;

THENCE North 2° 25' 25" East, along an Easterly line of said 4.041 acre tract a distance of 320.09 feet to a point for corner at a 1/2" iron rod set;

THENCE South 51° 12' 11" West, along the Northerly line of said 4.041 acre tract a distance of 113.2 feet to an angle point at a 1/2" iron rod set;

THENCE South 56° 05' 09" West, along the Northerly line of said 4.041 acre tract a distance of 100.0 feet to an angle point at a 1/2" iron rod set;

THENCE South 62° 33' 09" West, along the Northerly line of said 4.041 acre tract a distance of 60.0 feet to an angle point at a 1/2" iron rod set;

THENCE South 71° 44' 10" West, along the Northerly line of said 4.041 acre tract a distance of 54.2 feet to an angle point at a 1/2" iron rod set;

THENCE South 82° 43' 12" West, along the Northerly line of said 4.041 acre tract a distance of 57.3 feet to the beginning of a curve to the left at a 1/2" iron rod set;

THENCE in a Westerly and Southerly direction along the Northwesterly line of said 4.041 acre tract and along said curve to the left whose chord bears South 22° 35' 37" West, and having a radius of 21.0 feet, a central angle of 120° 14' 52" and an arc length of 44.07 feet to the end of said curve to the left at a 1/2" iron rod set;

THENCE South 37° 31' 48" East, along the Westerly line of said 4.041 acre tract a distance of 408.31 feet to an angle point at a 1/2" iron rod set;

THENCE South 51° 31' 08" East, along the Westerly line of said 4.041 acre tract a distance of 71.7 feet to an angle point at a 1/2" iron rod set;
THENCE South 3° 23' 08" West, along the Westerly line of said 4.041 acre tract a distance of 26.5 feet to an angle point at a 1/2" iron rod set;

THENCE South 45° 21' 10" West, along the Westerly line of said 4.041 acre tract a distance of 45.7 feet to an angle point at a 1/2" iron rod set;

THENCE South 7° 52' 11" West, along the Westerly line of said 4.041 acre tract a distance of 137.3 feet to point for corner at a 1/2" iron rod set in the Southerly line of said 31.09 acre tract;

THENCE South 60° 09' 11" West, along the Southerly line of sad 31.09 acre tract and a Northerly line of said Waxahachie Development Co. tract a distance of 92.8 feet to a point for corner at a 1/2" iron rod set;

THENCE North 37° 49' 10" West, along the Westerly line of said 31.09 acre tract and the Easterly line of said Gingerbread Village a distance of 1340.53 feet to the PLACE OF BEGINNING, and containing 59.6395 acres.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

   (This item intentionally deleted.)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'.

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

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

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


   b. Easement and Right-of-Way to Texas Power and Light Company, dated December 4, 1945, filed January 24, 1946, recorded in Volume 377, Page 466, of the Deed Records, Ellis County, Texas; and in Volume 383, Page 42, of the Deed Records, Ellis County, Texas; and in Volume 432, Page 130, of the Deed Records, Ellis County, Texas; and in Volume 785, Page 660, of the Deed Records, Ellis County, Texas.


   d. Easement and Right-of-Way to Ellis County Water Control & Improvement District No. 1, dated July 7, 1986, filed July 16, 1986, recorded in Volume 749, Page 953, of the Deed Records, Ellis County, Texas; and in Volume 749, Page 957, of the Deed Records, Ellis County, Texas; and in Volume 749, Page 961, of the Deed Records, Ellis County, Texas.

   e. Easement Agreement by and between John L. Estes and City of Waxahachie, dated February 7, 1997, filed March 17, 1997, recorded in Volume 1335, Page 571, of the Deed Records of Ellis County, Texas; and in Volume 1586, Page 349, of the Deed Records, Ellis County, Texas; and in Volume 1676, Page 1010, of the Deed Records, Ellis County, Texas.


   g. Temporary Construction Easement Agreement by and between Ameritai Partnership and Buffalo Creek Plaza, LLC, a Texas limited liability company, dated December 31, 2013, filed January 3, 2014, recorded in Volume 2742, Page 2475, of the Official Public Records of Ellis County, Texas.

   h. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

   i. Rights of Parties in Possession.  (Owners Policy Only)

   j. No liability is assumed by reason of any encroachment(s) or protrusion(s) of a fence and/or building(s) into or outside of the boundary lines of the subject property herein described.
k. Any portion of the property herein described which falls within the boundaries of any road or roadway. (Owner's Policy Only)(Note: Upon receipt of a survey acceptable to Company, this exception may be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

l. Any visible and apparent easements on or across the property herein described, which are not shown of record. (Owners Policy Only)(Note: Upon receipt of a survey acceptable to Company, this exception may be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

m. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

n. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Ellis County, Texas, prior to this date hereof. (NOTE: Exception may be deleted if proposed transaction does not include cost of contemplated improvements, construction or repairs and loan proceeds are fully disbursed)

o. Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy. (LTP Only)(NOTE: Exception may be deleted if proposed transaction does not include cost of contemplated improvements, construction or repairs and loan proceeds are fully disbursed)

p. Liability hereunder at the date hereof is limited to $___________. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (Owner's Policy Only)(NOTE: Exception may be deleted if proposed transaction does not include cost of contemplated improvements, construction or repairs)
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Vendor's Lien retained in Deed dated May 24, 2000, filed May 25, 2000, recorded in Volume 1690, Page 871 of the Official Public Records of Ellis County, Texas, executed by John L. Estes to Ameritai Partnership, securing the payment of one Note of even date therewith in the principal amount of $286,240.00, payable to the order of Citizens National Bank of Texas, said Note and Lien being further secured by Deed of Trust of even date therewith to Marvin E. Singleton, III, Trustee(s), filed May 25, 2000, recorded in Volume 1690, Page 877 of the Official Public Records of Ellis County, Texas.

6. The Company requires a copy of the joint venture/general partnership agreement and any amendments and a certificate stating (1) the agreement has not been further amended, (2) the names of the current venturers/general partners. The Company requires joinder by all venturers/general partners where appropriate. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

   NOTE: At the time the Company is furnished these items, the Company may make additional requirement or exceptions.

7. Company requires an acceptable survey of the subject property showing all improvements, easements, right-of-ways, building setback lines, roads, alleys, and all other matters that affect or
may affect the subject property to be submitted for examination. A new survey is required when amending the "Area and Boundary" exception in and/or issuing a T-19.1 endorsement to the Owner's Title Policy. When amending the "area and boundary" exception in and issuing a T-19 endorsement to the Loan Title Policy, the Company may rely upon a copy of a prior survey and T-47 affidavit by the current owner on residential real property.

NOTE: If the survey plat reveals any adverse matters additional requirements may be necessary including but not limited to the following:

1. Any encroachment(s) or protrusion(s) of a fence and/or building(s) into or outside of the boundary lines of the subject property herein described.
2. Any portion of the property herein described which falls within the boundaries of any road or roadway.
3. Any visible and apparent easements on or across the property herein described, which are not shown of record.

NOTE: If the prior existing survey does not address all items on Schedule B or if the prior existing survey shows any of the items listed in the note above, a new survey may be required by the Company to amend the "Areas and Boundaries" exception in and/or to issue a T-19 endorsement to the Loan Title Policy.

8. Except in an exempt transaction, the Company MUST be furnished with the Seller's social security OR tax identification number AND all other information necessary to complete IRS Form 1099-S.

9. Item 2, Schedule B may be amended to read "Any shortages in area" in the Owner's Title Policy if we are furnished a current survey plat prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachment(s), or any overlapping of improvements, AND the payment of the additional required premium being 15% of the basic rate on a Non-Residential Owner's Title Policy OR 5% of the basic rate on a Residential Owner's Policy, with a MINIMUM premium of $20.00 for this amendment.

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

Countersigned
Town Square Title Company, LLC

Authorized Counter Signatory
COMMITMENT FOR TITLE INSURANCE  T-7

SCHEDULE D

GF No. 018-28695

Effective Date: January 10, 2018, 8:00 am

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.

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

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

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

2. The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

   **Shareholders:** CNB of Texas Land & Title, Inc.* 80% of Town Square Title Company, LLC
   John Christian Wray 20% of Town Square Title Company, LLC

   **Officers and Managers:** Marvin Edward Singleton, III, President
   John Christian Wray, Member, LLC Manager
   John Ross Weaver, EVP, On-Site Manager
   Vicki Rutherford-Cearnal, EVP, On-Site Manager
   Krista Steele, SVP
   Rick Davis, SVP
   Melissa Ballard, SVP
   Robin Pearson, SVP

   * Citizens National Bank of Texas 100% of CNB of Texas Land & Title, Inc.

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** $238.00
   **Loan Policy** $100.00
   **Endorsement Charges** $5.00
   **Other** $0.00
   **Total** $343.00

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

<table>
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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."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joiner 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
<table>
<thead>
<tr>
<th>Tab 13</th>
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<tbody>
<tr>
<td>Multiple Site Information</td>
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<td>N/A - No Multiple Site</td>
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</table>
## 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.**

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<tr>
<th></th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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**Street Address**

**City**

**Contact Name for Seller**

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

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

**Seller Address**

**City**

**State**

**Zip**

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

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

**If yes above, describe relationship:**

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

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<tr>
<th></th>
<th>Address</th>
<th>Abbreviated Legal</th>
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**Street Address**

**City**

**Contact Name for Seller**

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

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

**Seller Address**

**City**

**State**

**Zip**

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

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**If yes above, describe relationship:**

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*If a revised form is submitted, date of submission:*
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>
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<th><strong>US Representative</strong></th>
<th>District</th>
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<th><strong>State Senator</strong></th>
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<th><strong>Presiding officer of Board of Trustees</strong></th>
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**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.
Tab 15
Neighborhood Organizations
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

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

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
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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 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 as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

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

- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Uniform Multifamily Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.

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

Part 3.

No Neighborhood Organizations exist (Competitive HTC only):

- I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §10.901(f)(3) of the UAEA or for which notification is required.

Part 4.

By:

Signature of Applicant/Development Owner

Date

Stuart Shaw, Applicant's Representative

Printed Name

Notarize on next page

CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

Oct-18
My Commission expires

Travis
County of

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

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

Notary Public Signature

CASEY C. BUMP
Notary Public, State of Texas
My Commission Expires October 20, 2018
Tab 17
Development Narrative
### Development Narrative

1. **The proposed Development is:** (Check all that apply)
   - [ ] New Construction
   - [ ] Adaptive Reuse

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

   Previous TDHCA # If Acquisition/Rehab or Rehab, original construction year: N/A

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

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

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

   - [ ] Elderly Preference

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

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

   Elderly Preference is based on funding from:

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

   - [ ] N/A

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

4. **Narrative**

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

   MWH Waxahachie Senior Residential LP is applying for 9% LIHTC funds for a proposed community to be named Mariposa Apartment Homes at Waxahachie. The community will serve the elderly population (age 55+) at income levels at or below 60% of the area median income and market rate. The community will be located in Waxahachie, Texas and will consist of approximately 180 units located on approximately 12-14 acres. The club, mail, maintenance, laundry, and other amenity areas are located inside the non-residential buildings.

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: Constr. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)  0.00%  Amortization (Years)  30  Permanent Term (Years)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Constr. to Perm. (Soft Repayable)</td>
<td>$1,500,000</td>
<td></td>
</tr>
</tbody>
</table>

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

Identify any and all set-asides the application will be applying under with an “x”.

Set-Asides cannot be added or dropped from pre-application to full application for Competitive HTC Applications.

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

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

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

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

Has this site/activity previously received TDHCA funds?  No

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

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

If yes, source: N/A

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

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

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

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

If a revised form is submitted, date of submission:
### Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

   - # of Units: 180
   - Points: 18

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

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

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

### 1. Size and Quality of Units [Competitive HTC Applications only] [§11.9(b)]

- Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:
  - **Points claimed:** 8
    - | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
    |----------------|---|---|---|---|---|
    | Square Footage | 550 | 650 | 850 | 1,050 | 1,250 |
  - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; **Points claimed:** 7
  - Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
  - *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

### 2. Rent Levels of Tenants and Tiebreaker [Direct Loan Applications only] [§13.6(e) and (f)]

- At least 20 percent of all low-income Units at 30% or less of AMGI **Direct Loan Points:** 0
- At least 10 percent of all low-income Units at 30% or less of AMGI 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)]

- **Total Number of Units at 50% or less of AMGI:** 55
- **Number of 30% Units used to score points under §11.9(c)(4):** 11
- **Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost):** 0
- **Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1):** 44
- **Percentage used for calculation of eligible points under §11.9(c)(1):** 41.2%

**Check Your Math!**

Mark only one box below:

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developments proposed in all other areas.

**Points Claimed:** 16

*Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.*

### 4. Rent Levels of Tenants [Competitive HTC Applications only] [§11.9(c)(2)]

Mark only one box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization; development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI **Points Claimed:** 11
- 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 **Points Claimed:** 0
- At least 5% of all low-income Units at 30% or less of AMGI **Points Claimed:** 0

**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 **Points Claimed:** 0
- All other Developments **Points Claimed:** 9
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)

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
- Points Claimed: 1

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

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
- Points Claimed: 2

C. If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
- Points Claimed: 0

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 Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item;
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FFMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)

- Points Claimed: 0

Application is seeking points for Tenant Populations.

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

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

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**
   - Application requests points for Historic Preservation.
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
   - At least 75% of the residential units will be within the Certified Historic Structure.
   - Attached behind this tab are the THC letter and other documentation described above.
   - Application is eligible for five (5) points.  
   - Score: 0

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

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.  
    - Score: 1
Section 811 Project Rental Assistance Program “PRA” Certification

On behalf of the Applicant and all affiliates of the Applicant (“Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance (“PRA”) program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs (“TDHCA”) Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract (“RAC”) and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, a TDHCA approved Existing Development, or if allowed by TDHCA, for an awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, any requested materials, including pictures, to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to apply for 811 PRA funds or seek other additional administrative penalties.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) have written below the name of the individual authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual has
the full authority and has been authorized by all of the Parties, Affiliates, or Associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

Property Condition Standards Certification

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that a TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for deficiency resolution within the timeframes mandated by the Uniform Multifamily Rules at 10 TAC Chapter 10 or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.

Federal Cross-Cutting Certifications

Lead Based Paint

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.
a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Environmental

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

Displacement of Existing Tenants

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and regulations at 49 CFR Part 24. Hence, I(We) commit to minimize the direct and indirect displacement of persons from their homes and assure full compliance with URA federal relocation assistance mandates including adherence to TDHCA established procedure relocation requirements.

Davis Bacon

I (We) certify that if Davis Bacon is applicable to this award, I (We) will fully comply with contract Federal labor law mandates and TDHCA established labor standards procedural requirements.
Energy and Water Conservation

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

Procurement of Recovered Materials

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

Housing Standards for Assisted Units

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

Eligibility and Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:

1. obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR Part 5, subpart B. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;

2. obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance.

(5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR Part 5), or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

**Management Practices Certification**

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of Section 811 PRA unit vacancies if requested by TDHCA. I (We) certify that, once a RAC is executed, that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be sent to TDHCA. TDHCA will consider lease addendums on a case by case basis and may decide to send to HUD for approval. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (we) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this
inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant recertifications completed by property staff.

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

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

By: ____________________________
   Signature of Authorized Representative

   Stuart Shaw
   Printed Name

   Applicant's Representative
   Title

   1/26/18
   Date

The State of Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Stuart Shaw, 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 26 day of January, 2018

CASEY C. BUMP
Notary Public, State of Texas
My Commission Expires October 20, 2018

Notary Public Signature
Tab 20
Existing Development Information

N/A - Not an Existing Development
### EXISTING DEVELOPMENT INFORMATION

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

   - **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(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 102, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

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

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

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

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

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

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
   - The Application proposes the same number of restricted units; **AND EITHER**
Tab 21
Occupied Rehabilitation Documents

N/A - Not an Acq/Rehab
Occupied Developments

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

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

AND

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).
- Optional, but only available to developments with no Section 811 PRA or Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

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

- Participation in the Section 811 PRA program is by way of the occupied Rehabilitation (including reconstruction or Adaptive Reuse) Development proposed in the Application.
- Application includes a request for Direct Loan funding (except for Supportive Housing and Soft Repayment TCAP-RF only).

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

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

Relocation Certification for Section 811 PRA and Direct Loan Applications

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

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

Signature of Applicant

Printed Name

Date

Relocation Certification for Direct Loan Applications

For Direct Loan Applications (except for Supportive Housing and Soft Repayment Funds, which do not have to complete the rest of this section):

A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

- The activity involves demolition of existing occupied structures.
- The activity involves conversion of occupied rental property occupied by any tenant.
Tab 22
Architectural Drawings
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)
The parking at the rear of the site will be raised out of the flood plain in accordance with the floodplain regulations.

### REQUIRED PARKING TABULATION

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<th>UNITS</th>
<th>REQUIRED PARKING</th>
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### REQUIRED PARKING BY BUILDING TYPE

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### UNIT TABULATIONS

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### PROJECT PARKING TABULATION

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### APPROXIMATE 100YR FLOOD ZONE

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**MARINISAT WAXAHACHIE**

**WAXAHACHIE, TX - BONNER CARRINGTON**

**SCALE:** 1:40

**TOTAL:** 11.48 Acres

**ADDRESS:**

200 ADDIE ROY ROAD SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397

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**UNIT TABULATIONS**

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**APPROXIMATE 100YR FLOOD ZONE**

---

**SPECIAL FLOOD HAZARD AREA**

---

**SITE PLAN**

---

**KELLY GROSSMAN**

---

**INFORMATION**

- The plan is on the scale of the site will be scaled out of the flood plain in accordance with the floodplain regulations.
- All area calculations are in the plan's units.
MARIPOSA - WAXAHACHIE
OVERALL SITE PLAN

APPROXIMATE 100-YR FLOOD ZONE AE
FRM PANEL 48139C0190F
DATED JUNE 3, 2013

CONNECT TO EXISTING
10" WATER MAIN.
INSTALL:
1-4" WATER METER
1-6" DOUBLE DETECTOR
BACKFLOW PREVENTOR
METER

APPROXIMATE 100-YR FLOOD ZONE AE
FRM PANEL 48139C0190F
DATED JUNE 3, 2013

CONNECT TO EXISTING
MANHOLE FOR 24" SANITARY SEWER

ENTITLEMENT:
THE PROPERTY Owners ON THE INCLUDED SITE PLAN ARE INTENDED TO
BE DEVELOPED AS PROPOSED PER THE DEVELOPMENT
DOCUMENTS IN THE CITY OF WAXAHACHIE ZONING AND SUBDIVISION
DEVELOPMENT ORDINANCES AND ALL PLANS AND SPECIFICATIONS
APPROVED BY THE CURRENT CITY OF WAXAHACHIE PLANNING OFFICE.
THE PROJECT SITE PLAN IS INTENDED TO COMPLY WITH ALL ZONING
ENGINEERING PLANS CAN BE SUBMITTED TO THE CITY AT THE TIME
THE PREliminary PLAT IS SUBMITTED. PER A PROGRAMM PLAT
AND ALL ENGINEERING AND CONSTRUCTION DOCUMENTS AND
REPORTS HAVE BEEN REVIEWED AND APPROVED BY CITY STAFF.
REVIEW REQUIREMENTS CAN BE APPLIED FOR AND REVIEWED BY BUILDING
REVIEW REQUIREMENTS CAN BE APPLIED FOR AND REVIEWED BY BUILDING
INSPECTION. BUILDING PERMITS MAY BE ISSUED AT THIS POINT
BUT CONSTRUCTION WILL NOT BE ALLOWED TO START THE
CONSTRUCTION PERMITS ARE ISSUES TO THE
CONSTRUCTION CONTRACTOR. ALL REQUIRED FIRE LINES HAVE BEEN
COMPLETED AND ALL WATER LINES HAVE BEEN
COMPLETED AND ALL WATER LINES HAVE BEEN
APPROVED BY THE CITY PLANNING & ZONING DEPARTMENT AND CITY COUNCIL
AND RECORDED AT THE COUNTY.

SITE PLAN STATEMENT:
EXISTING CONTOURS WERE OBTAINED FROM THE TEXAS NATURAL RESOURCE
INFORMATION SYSTEM. AS GUARANTEED, CAN BE MADE CONCERNING
THE ACCURACY OF THE INFORMATION CONTAINED IN THE GEODATA.

NOTES:
APPROXIMATE 100-YR FLOOD ZONE AE
FRM PANEL 48139C0190F
DATED JUNE 3, 2013

EXISTING CONTOURS WERE OBTAINED FROM THE TEXAS NATURAL RESOURCE
INFORMATION SYSTEM. AS GUARANTEED, CAN BE MADE CONCERNING
THE ACCURACY OF THE INFORMATION CONTAINED IN THE GEODATA.

DRIVEWAYS, SITE DRAINAGE, WATER AND WASTE WATER UTILITY TIE-INS,
ADHERES TO ALL APPLICABLE ZONING, SITE DEVELOPMENT, AND BUILDING CODE
ORDINANCES PROVIDED IT IS APPROVED AS A PLANNED DEVELOPMENT
BY THE CITY OF WAXAHACHIE. THE SITE PLAN IDENTIFIES ALL STRUCTURES,
SITE IMPROVEMENTS, PARKING SPACES INCLUDING HANDICAP SPACES AND TRAFFIC
CONTROLS, THE SUBURBAN WATER, AND WATER WASTE FACILITIES, MEETING
REQUIREMENTS OF PUEBLO NEW MEXICO. THE SITE PLAN ADHERES TO
ALL REQUIREMENTS AND RECOMMENDATIONS RECOMMENDED FROM TNRIS.

SCALE: 1" = 200'
### UNIT TABULATIONS

(A1 = 1 BEDROOM / B1, B2, B3 = 2 BEDROOM)

<table>
<thead>
<tr>
<th>UNIT</th>
<th>UNIT DESCRIPTION</th>
<th>UNIT COUNT</th>
<th>UNIT SQ. FT. W/O PATIO INCLUDES STORAGE</th>
<th>PATIO SQ. FT.</th>
<th>UNIT OVERALL SQ. FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2</td>
<td>1BD/1BATH</td>
<td>107</td>
<td>762</td>
<td>79</td>
<td>81,534</td>
</tr>
<tr>
<td>B1</td>
<td>2BD/2BATH</td>
<td>9</td>
<td>1,084</td>
<td>96</td>
<td>9,756</td>
</tr>
<tr>
<td>B2</td>
<td>2BD/2BATH</td>
<td>60</td>
<td>1,084</td>
<td>88</td>
<td>65,040</td>
</tr>
<tr>
<td>B3</td>
<td>2BD/2BATH</td>
<td>4</td>
<td>1,257</td>
<td>125</td>
<td>5,028</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>180</strong></td>
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<td></td>
<td><strong>180</strong></td>
</tr>
</tbody>
</table>

**TOTAL Unit W/O Patio Sq. Ft.** 161,358

### UNIT TABULATIONS BY BUILDING TYPE

<table>
<thead>
<tr>
<th>BLDG #S</th>
<th>STORIES</th>
<th>BLDG QTY</th>
<th>A2</th>
<th>B1</th>
<th>B2</th>
<th>B3</th>
<th>Total Units</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>1</td>
<td>29</td>
<td>9</td>
<td>18</td>
<td>4</td>
<td>60</td>
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<tr>
<td>2</td>
<td>3</td>
<td>1</td>
<td>12</td>
<td>12</td>
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<td></td>
<td>24</td>
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<td>3</td>
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<td>1</td>
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<td>1</td>
<td>36</td>
<td>12</td>
<td>12</td>
<td>48</td>
<td>48</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>4</strong></td>
<td><strong>107</strong></td>
<td><strong>9</strong></td>
<td><strong>60</strong></td>
<td><strong>4</strong></td>
<td><strong>180</strong></td>
<td></td>
</tr>
</tbody>
</table>

### REQUIRED PARKING TABULATION

<table>
<thead>
<tr>
<th>USE CLASSIFICATION</th>
<th>PARKING RATIO</th>
<th>UNITS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>APARTMENTS</td>
<td>1.75 PER UNIT</td>
<td>180</td>
<td>315</td>
</tr>
</tbody>
</table>

### PROVIDED PARKING TABULATION

<table>
<thead>
<tr>
<th>TYPE</th>
<th>STANDARD</th>
<th>HC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPEN PARKING SPACES</td>
<td>218</td>
<td>13</td>
<td>231</td>
</tr>
<tr>
<td>(1) 4 SP CARPORT-STAFF</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>(10) 6 SP CARPORT</td>
<td>59</td>
<td>1</td>
<td>60</td>
</tr>
<tr>
<td>(5) 4 SP GARAGE</td>
<td>19</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>300</td>
<td>15</td>
<td>315</td>
</tr>
</tbody>
</table>
Tab 22
Architectural Drawings
- Building Floor Plans
Mariposa
Bonner Carrington

3900

SPR. CLOSET 47
TOTAL BLDG 8909

UNIT 40,728
BALCONIES 3,900
STORAGE 47
CORRIDORS 10477
STAIRS 124
SPR. CLOSET 47
TOTAL BLDG 8909

FIRST FLOOR PLAN - BUILDING TYPE II

1/32"
THIRD FLOOR PLAN - BUILDING TYPE II

ARCHITECTS, LLC
KELLY GROSSMAN
260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397

ARCHITECTURE     LAND PLANNING     LANDSCAPE DESIGN     CONSTRUCTION ADMINISTRATION

Waxahachie, Texas
Bonner Carrington
Mariposa
Mariposa
Texas
Bonner Carrington

CLUBHOUSE - 2ND FLOOR PLAN

6,720 SQ. FT.  1/16"

ARCHITECTS, LLC
KELLY GROSSMAN

260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746  ph: +1.512/327.3397
Tab 22
Architectural Drawings
-Unit Floor Plans
NOTE:
FINAL SPECIFICATIONS FOR ALL UNITS SHALL HAVE:
ENERGY-STAR APPLIANCES,
R-15 WALLS AND R-30 CEILINGS.
NOTE:
FINAL SPECIFICATIONS FOR ALL UNITS SHALL HAVE:
ENERGY-STAR APPLIANCES,
R-15 WALLS AND R-30 CEILINGS.

UNIT A2-HC FLOOR PLAN
ONE BEDROOM/ONE BATH 1/8"
762 SQ. FT

Mariposa
Texas
Bonner Carrington

KELLY GROSSMAN
ARCHITECTS, LLC
260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397
NOTE:
FINAL SPECIFICATIONS FOR ALL UNITS SHALL HAVE:
ENERGY-STAR APPLIANCES,
R-15 WALLS AND R-30 CEILINGS.

UNIT B1 FLOOR PLAN
TWO BEDROOM/TWO BATH 1/8"
1,084 SQ. FT

Mariposa
Waxahachie, Texas
Bonner Carrington

PH: +1.512/327.3397

ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION

KELLY GROSSMAN
ARCHITECTS, LLC
260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397
NOTE:
FINAL SPECIFICATIONS FOR ALL UNITS SHALL HAVE: ENERGY-STAR APPLIANCES, R-15 WALLS AND R-30 CEILINGS.

UNIT B2 FLOOR PLAN

TWO BEDROOM/TWO BATH 1/8"
1,084 SQ. FT

ARCHITECTS, LLC
KELLY GROSSMAN

Mariposa
Waxahachie, Texas
Bonner Carrington

ARCHITECTURE • LAND PLANNING • LANDSCAPE DESIGN • CONSTRUCTION ADMINISTRATION •

KELLY GROSSMAN ARCHITECTS, LLC
280 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397
NOTE:
FINAL SPECIFICATIONS FOR ALL UNITS SHALL HAVE:
ENERGY-STAR APPLIANCES,
R-15 WALLS AND R-30 CEILINGS.

UNIT B2-HC FLOOR PLAN
TWO BEDROOM/TWO BATH 1/8"
1,084 SQ. FT

Mariposa
Texas
Bonner Carrington

KELLY GROSSMAN
ARCHITECTS, LLC
260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397
NOTE:
FINAL SPECIFICATIONS FOR ALL UNITS SHALL HAVE:
ENERGY-STAR APPLIANCES,
R-15 WALLS AND R-30 CEILINGS.

UNIT B3 FLOOR PLAN
TWO BEDROOM/TWO BATH 1/8"
1,257 SQ. FT

Mariposa
Waxahachie, Texas
Bonner Carrington
Tab 22
Architectural Drawings
-Elevations
BUILDING TYPE I - FRONT ELEVATION

Mariposaa
Texas
Bonner Carrington

Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%
Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%
Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%
BUILDING TYPE II - REAR ELEVATION

1:40

Mariposa
Texas

Bonner Carrington

Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%
BUILDING TYPE III - FRONT ELEVATION

Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%
BUILDING TYPE III - REAR ELEVATION

Roof Pitch: 5/12  
Masonry: 20%  
Hardiplank: 80%

Mariposa  
Texas  
Bonner Carrington
BUILDING TYPE IV - FRONT ELEVATION

Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%

Mariposa
Texas
Bonner Carrington

KELLY GROSSMAN
ARCHITECTS, LLC
283 ADDIE ROY ROAD, SUITE 210, AUSTIN, TEXAS 78746 ph: +1 512/327.3397
Mariposa
Texas
Bonner Carrington

BUILDING TYPE IV - REAR ELEVATION
1:40

Roof Pitch 5/12
Masonry: 20%
Hardiplank: 80%
4 GARAGE/STOR - FLOOR PLAN

1/16"

Mariposa
Texas
BONNER CARRINGTON
ALT. 4 GARAGE/STOR - FLOOR PLAN

Mariposa
Texas

KELLY GROSSMAN
ARCHITECTS, LLC
260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397
ALT. 4 GARAGE/STOR - ELEVATIONS

Mariposa
Texas
BONNER CARRINGTON
4 GARAGE-HC - FLOOR PLAN

Mariposa
Texas

KELLY GROSSMAN
ARCHITECTS, LLC
260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.3397
4-HC GARAGE - ELEVATIONS

1/16"
MAINTENANCE - ELEVATIONS

Mariposa
Texas
Bonner Carrington

ARCHITECTURE     LAND PLANNING     LANDSCAPE DESIGN     CONSTRUCTION ADMINISTRATION

KELLY GROSSMAN ARCHITECTS, LLC

9900 SOUTH: EST PARK: AY BUILDING: OUR SUITE 420 AUSTIN, TEXAS 78735 ph: +1.512/327.3397
PAVILION FRONT/REAR ELEVATION

MARIPOSA
Texas
Bonner Carrington
PAVILION RIGHT ELEVATION

1/16"
PAVILION LEFT ELEVATION

MARIPOSA
Texas
Bonner Carrington

ARCHITECTURE  LAND PLANNING  LANDSCAPE DESIGN  CONSTRUCTION ADMINISTRATION

KELLY GROSSMAN
ARCHITECTS, LLC

260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746  ph: +1.512/327.3397
4 GARAGE/STOR - FLOOR PLAN

1/16"
4 GARAGE/STOR - ELEVATIONS

Mariposa
Texas

BONNER CARRINGTON
ALT. 4 GARAGE/STOR - FLOOR PLAN

1/16"
4 GARAGE-HC - FLOOR PLAN

1/16"
4-HC GARAGE - ELEVATIONS

Mariposa
Texas

BONNER CARRINGTON

KELLY GROSSMAN
ARCHITECTS, LLC

260 ADDIE ROY ROAD, SUITE 210 AUSTIN, TEXAS 78746 ph: +1.512/327.5397
MAINTENANCE - ELEVATIONS

1/8"

Mariposa
Texas
Bonner Carrington
PAVILION FRONT/REAR ELEVATION

1/16"
PAVILION RIGHT ELEVATION

1/16"
PAVILION LEFT ELEVATION

1/16"
Tab 23
Building Unit Configuration
### Specifications and Building/Unit Type Configuration

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

#### Specifications and Amenities (check all that apply)

- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

**Development will have:**
- Fire Sprinklers
- Elevators
- # of Elevators: 4
- Wt. Capacity: 2000

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Shed or Flat Roof Carport Spaces: 64
- Detached Garage Spaces: 20
- Attached Garage Spaces: 231
- Uncovered Spaces: 64
- Structured Parking Garage Spaces: 100

**Floor Composition/Wall Height:**
- % Carpet/Vinyl/Resilient Flooring: 90
- % Ceramic Tile: 9
- Ceiling Height: Upper Floor(s) Ceiling Height (Townhome Only)
- % Other: Describe: I II III IV

---

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
<th>Number of Buildings</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>A2</td>
<td>1</td>
<td>1</td>
<td>762</td>
<td>2</td>
<td>1</td>
<td>29 12 30 36</td>
<td>107</td>
<td>81,534</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>1,086</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>9</td>
<td>9,756</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2</td>
<td>1,086</td>
<td>2</td>
<td>1</td>
<td>18 12 18 12</td>
<td>60</td>
<td>65,040</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>2</td>
<td>1,257</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>5,028</td>
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<tr>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
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<td>II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>60</td>
<td>24</td>
<td>48</td>
<td>48</td>
<td>-</td>
<td></td>
<td>180</td>
<td>161,358</td>
</tr>
</tbody>
</table>

---

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect's plans:
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
  - The lesser of these two numbers added to NRA:
    - Use this number to figure points under 11.9(e)(2)
    - If a revised form is submitted, date of submission:

**Net Rentable Square Footage from Rent Schedule:**
- 161,358
<table>
<thead>
<tr>
<th>Mobility Units</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 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>A2</td>
<td>107</td>
<td>5%</td>
<td>5.35</td>
<td>5.35</td>
<td>6</td>
</tr>
<tr>
<td>B1 &amp; B2 Same Size</td>
<td>69</td>
<td>5%</td>
<td>3.45</td>
<td>3.45</td>
<td>4</td>
</tr>
<tr>
<td>B3</td>
<td>4</td>
<td></td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>180</td>
<td></td>
<td>9</td>
<td>9.8</td>
<td>11</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1008 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1190 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

**NOTE:** Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed".

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: ____________________________

Signature

January 25, 2018

Stuart Shaw

Printed Name

Applicant’s Representative

Firm Name (If applicable)
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><strong>Unit Description</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>107</td>
<td>2%</td>
<td>2.14</td>
<td>2.14</td>
<td>3</td>
</tr>
<tr>
<td>B1 &amp; B2 Same Size</td>
<td>69</td>
<td>2%</td>
<td>1.38</td>
<td>1.38</td>
<td>2</td>
</tr>
<tr>
<td>B3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
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<td></td>
<td></td>
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<td>2%</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>180</td>
<td>3.6</td>
<td>4.52</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

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

---

**EXAMPLE**

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

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

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

By: ____________________________

Stuart Shaw

Printed Name

Applicant's Representative

1/26/18

Firm Name (If applicable)
Tab 23c
Accessible Parking Calculation
Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).
When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.
When calculating additional spaces needed, use whichever yields the larger number of spaces.
If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.
If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

**Use this chart to indicate number of parking spaces provided.**

enter the total number of parking spaces
enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

**make sure the totals match!**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>315</th>
<th>Percentage of Total</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface</td>
<td>231</td>
<td>0.733333333</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carport</td>
<td>64</td>
<td>0.203174603</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garage</td>
<td>20</td>
<td>0.063492063</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Carports</td>
<td></td>
<td>0</td>
<td>Facility 4</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td></td>
<td>0</td>
<td>Facility 5</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>315</td>
<td>100</td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

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

chart above must be completed first
In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)
In D33, enter the number of units required per accessible Unit in the surface lot
In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>15</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface</td>
<td>11</td>
<td>11</td>
<td>1</td>
</tr>
<tr>
<td>Carport</td>
<td>3.04761905</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garage</td>
<td>0.95238095</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>15</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.55555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.77777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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

By:__________________________  
Date:__________________________  
Stuart Shaw  
Printed Name  
Applicant’s Representative  
Firm Name (If applicable)
Tab 24
Rent Schedule
## Rent Schedule

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

### Rent Designations (select from drop down menu):

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

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.

### Rent Schedule (Continued)

### Rent Collection:

- **TC 30%**
- **TC 40%**
- **TC 50%**
- **MR**
- **TC 60%**
- **MR**

### Other:

- **HTF**
- **MRB**

### Subsidy:

- **OTHER**

### # of Units

<table>
<thead>
<tr>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>762</td>
<td>6,096</td>
<td>413</td>
<td>43</td>
<td>2,960</td>
</tr>
<tr>
<td>TC 40%</td>
<td>33</td>
<td>1</td>
<td>1.0</td>
<td>762</td>
<td>23,160</td>
<td>668</td>
<td>47</td>
<td>21,285</td>
</tr>
<tr>
<td>TC 50%</td>
<td>43</td>
<td>1</td>
<td>1.0</td>
<td>762</td>
<td>32,766</td>
<td>826</td>
<td>781</td>
<td>33,406</td>
</tr>
<tr>
<td>MR</td>
<td>23</td>
<td>1</td>
<td>1.0</td>
<td>762</td>
<td>17,526</td>
<td>912</td>
<td>9</td>
<td>25,825</td>
</tr>
<tr>
<td>TC 60%</td>
<td>11</td>
<td>2</td>
<td>2.0</td>
<td>1084</td>
<td>32,888</td>
<td>986</td>
<td>127</td>
<td>33,725</td>
</tr>
<tr>
<td>MR</td>
<td>46</td>
<td>2</td>
<td>2.0</td>
<td>1084</td>
<td>49,864</td>
<td>1,545</td>
<td>1,545</td>
<td>61,358</td>
</tr>
</tbody>
</table>

### Non Rental Income

- **$20.00** per unit/month for:
  - **3,600**

### Total Nonretrial Income

- **$20.00** per unit/month

### Potential Gross Monthly Income

- **163,558**

### Total Units

- **180**

### TOTAL NONRENTAL INCOME

- **$20.40** per unit/month

### Nestor Commission (enter at a negative number)

### Effective Gross Monthly Income

- **163,558**

### Effective Gross Annual Income

- **2,037,227**

### Thirteen Percent Analysis

<table>
<thead>
<tr>
<th>% of UI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>20%</td>
</tr>
<tr>
<td>TC40%</td>
<td>6%</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
</tr>
<tr>
<td>TC60%</td>
<td>24%</td>
</tr>
<tr>
<td>MR</td>
<td>29%</td>
</tr>
<tr>
<td>MR Total</td>
<td>53%</td>
</tr>
</tbody>
</table>

### Double Loan

<table>
<thead>
<tr>
<th>% of UI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF50%</td>
<td>0</td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
</tr>
<tr>
<td>HTF70%</td>
<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Direct Loans

<table>
<thead>
<tr>
<th>% of UI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>0</td>
</tr>
<tr>
<td>Mid 50%</td>
<td>29%</td>
</tr>
<tr>
<td>Mid 60%</td>
<td>14%</td>
</tr>
<tr>
<td>Mid 70%</td>
<td>0</td>
</tr>
<tr>
<td>Mid 80%</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>% of UI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Total Loan Units

<table>
<thead>
<tr>
<th>% of UI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

### Rent Schedule Form

- **Non Rental Income**
  - **$20.00** per unit/month
  - **3,600**

- **Potential Gross Monthly Income**
  - **163,558**

- **Effective Gross Monthly Income**
  - **169,794**

- **Total Cost Per Sq Ft**
  - **$113.32** per unit/month

- **Total Cost For Building**
  - **$169,794** per unit/month

### Rent Designations

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
</tr>
<tr>
<td>TC40%</td>
<td>6%</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
</tr>
<tr>
<td>MR</td>
<td>24%</td>
</tr>
<tr>
<td>MRB30%</td>
<td>6%</td>
</tr>
<tr>
<td>MRB40%</td>
<td>29%</td>
</tr>
<tr>
<td>MRB50%</td>
<td>24%</td>
</tr>
<tr>
<td>MRB60%</td>
<td>10%</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Budgetary

- ** Acquisition + Hard
  - **$113.32** per unit/month

- **Cost Per Sq Ft**
  - **$113.32** per unit/month

- **Building**
  - **$169,794** per unit/month

### Rent Designations

- **TC 30%**
  - **8**
  - **$2,960**

- **TC 40%**
  - **33**
  - **21,285**

- **TC 50%**
  - **43**
  - **33,725**

- **MR**
  - **23**
  - **25,825**

- **TC 60%**
  - **11**
  - **31,725**

- **MR**
  - **46**
  - **61,358**

### Rent Collection

- **Total Monthly Rent**
  - **179,961**

### Total Units

- **180**

### Total Nonrental Income

- **$20.00** per unit/month

### Self Score Total:

- **3,600**

### Provision for Vacancy & Collection Loss

- **% of Potential Gross Income:** 7.50%

- **(13,767)**

### Effective Gross Annual Income

- **2,037,227**

### Cost Per Sq Ft

- **$113.32**

- **$169,794**

### Total Cost For Building

- **$169,794**

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

- **180**

### Rent Schedule Form

- **Non Rental Income**
  - **$20.00** per unit/month
  - **3,600**

- **Potential Gross Monthly Income**
  - **163,558**

- **Effective Gross Monthly Income**
  - **169,794**

- **Total Cost Per Sq Ft**
  - **$113.32** per unit/month

- **Total Cost For Building**
  - **$169,794** per unit/month

- **Acquisition + Hard
  - **$113.32** per unit/month

- **Cost Per Sq Ft**
  - **$113.32** per unit/month

- **Building**
  - **$169,794** per unit/month

### Rent Designations

- **TC 30%**
  - **8**
  - **$2,960**

- **TC 40%**
  - **33**
  - **21,285**

- **TC 50%**
  - **43**
  - **33,725**

- **MR**
  - **23**
  - **25,825**

- **TC 60%**
  - **11**
  - **31,725**

- **MR**
  - **46**
  - **61,358**

### Rent Collection

- **Total Monthly Rent**
  - **179,961**

### Total Units

- **180**

### Total Nonrental Income

- **$20.00** per unit/month

### Self Score Total:

- **3,600**

### Provision for Vacancy & Collection Loss

- **% of Potential Gross Income:** 7.50%

- **(13,767)**

### Effective Gross Annual Income

- **2,037,227**
Tab 25
Utility Allowance
Utilitv Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Source</td>
<td>$11</td>
<td>$13</td>
<td></td>
<td></td>
<td></td>
<td>HUD Model approved by TDHCA</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Source</td>
<td>$3</td>
<td>$5</td>
<td></td>
<td></td>
<td></td>
<td>HUD Model approved by TDHCA</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Source</td>
<td>$12</td>
<td>$17</td>
<td></td>
<td></td>
<td></td>
<td>HUD Model approved by TDHCA</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Source</td>
<td>$8</td>
<td>$11</td>
<td></td>
<td></td>
<td></td>
<td>HUD Model approved by TDHCA</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Source</td>
<td>$8</td>
<td>$10</td>
<td></td>
<td></td>
<td></td>
<td>HUD Model approved by TDHCA</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td>Source</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td>Source</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td>Source</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Landlord</td>
<td>Source</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>Source</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td>Source</td>
<td>$-</td>
<td>$42</td>
<td>$56</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: ____________________________
January 19, 2018

Casey Bump
Bonner Carrington LLC
Austin, Texas
casey@bonnercarrington.com

RE: 2018 HTC Application – proposed site located in Waxahachie, Texas

Dear Mr. Bump:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2018 Housing Tax Credit ("HTC"), located in Waxahachie, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS;
4. That the only building type is Apartments 5+; and,
5. The unit types are one and two bedroom.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated January 19, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Compliance Administrator
### Allowances for Tenant-Furnished Utilities and Other Services

<table>
<thead>
<tr>
<th>Locality</th>
<th>Green Discount</th>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa at Waxahachie</td>
<td>None</td>
<td>Larger Apartment Bldgs. (5+ units)</td>
<td>1/19/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 BR</td>
</tr>
<tr>
<td>Space Heating</td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
</tr>
<tr>
<td>Electric Resistance</td>
<td>$11.08</td>
</tr>
<tr>
<td>Electric Heat Pump</td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$3.28</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
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<td>Bottled Gas</td>
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</tr>
<tr>
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<td>$7.63</td>
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<td>Water</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
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</tr>
<tr>
<td>Trash Collection</td>
<td></td>
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<tr>
<td>Range/Microwave</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Other - specify</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$42.13</td>
</tr>
<tr>
<td>Total Allowance (Rounded Up)</td>
<td>$43.00</td>
</tr>
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</table>
Tab 26
Annual Operating Expenses
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses
- **Accounting**: $15,600
- **Advertising**: $14,880
- **Legal fees**: $17,127
- **Leased equipment**: $6,000
- **Postage & office supplies**: $3,660
- **Telephone**: $8,400
- **Other**: Computer and software related costs $8,808
- **Other**: $8,808

**Total General & Administrative Expenses**: $74,475

## Management Fee:
- Percent of Effective Gross Income: 4.00%
- $81,501

## Payroll, Payroll Tax & Employee Benefits
- **Management**: $170,474
- **Maintenance**: $135,008
- **Other**: $describe
- **Other**: $describe

**Total Payroll, Payroll Tax & Employee Benefits**: $305,482

## Repairs & Maintenance
- **Elevator**: $12,000
- **Exterminating**: $3,600
- **Grounds**: $40,800
- **Make-ready**: $7,200
- **Repairs**: $15,200
- **Pool**: $2,400
- **Other**: $describe
- **Other**: $describe

**Total Repairs & Maintenance**: $81,200

## Utilities (Enter Only Property Paid Expense)
- **Electric**: Portfolio Comparables $30,600
- **Natural gas**: $0
- **Trash**: Portfolio Comparables $28,800
- **Water/Sewer**: Portfolio Comparables $63,888
- **Other**: $describe
- **Other**: $describe

**Total Utilities**: $123,288

## Annual Property Insurance:
- Rate per net rentable square foot: $0.31
- $50,400

## Property Taxes:
- Published Capitalization Rate: Source:
- **Annual Property Taxes**: $121,413
- **Payments in Lieu of Taxes**: $0

**Total Property Taxes**: $121,413

## Reserve for Replacements:
- Annual reserves per unit: $250
- $45,000

## Other Expenses
- **Cable TV**: $describe
- **Supportive Services (Staffing/Contracted Services)**: $3,600
- **TDHCA Compliance fees**: $9,000
- **TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)**: $0
- **Security**: $describe
- **Other**: Franchise Taxes $0
- **Other**: $describe

**Total Other Expenses**: $12,600

**TOTAL ANNUAL EXPENSES**: Expense per unit: $4974
- Expense to Income Ratio: 43.94%
- $895,359

## NET OPERATING INCOME (before debt service): $1,142,168

## Annual Debt Service
- **First Lien**: $978,933

**TOTAL ANNUAL DEBT SERVICE**: Debt Coverage Ratio: 1.17
- $978,933
- $978,933

**NET CASH FLOW**: $163,235

---

If a revised form is submitted, date of submission: _______
Tab 27
Pro Forma
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<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>$2,159,532</td>
<td>$2,202,723</td>
<td>$2,246,777</td>
<td>$2,291,713</td>
<td>$2,337,547</td>
<td>$2,580,841</td>
<td>$2,849,457</td>
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<tr>
<td>Secondary Income</td>
<td>$43,200</td>
<td>$44,064</td>
<td>$44,945</td>
<td>$45,844</td>
<td>$46,761</td>
<td>$51,628</td>
<td>$57,001</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$2,202,732</td>
<td>$2,246,787</td>
<td>$2,291,722</td>
<td>$2,337,557</td>
<td>$2,384,308</td>
<td>$2,632,469</td>
<td>$2,906,458</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($165,205)</td>
<td>($168,509)</td>
<td>($171,879)</td>
<td>($175,317)</td>
<td>($178,823)</td>
<td>($197,435)</td>
<td>($217,984)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$305,482</td>
<td>$314,646</td>
<td>$324,086</td>
<td>$333,808</td>
<td>$343,823</td>
<td>$398,585</td>
<td>$462,069</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$2,037,527</td>
<td>$2,078,278</td>
<td>$2,119,843</td>
<td>$2,162,240</td>
<td>$2,205,485</td>
<td>$2,435,033</td>
<td>$2,688,474</td>
</tr>
</tbody>
</table>

**EXPENSES**

| General & Administrative Expenses | $74,475 | $76,709 | $79,011 | $81,381 | $83,822 | $97,173 | $112,650 |
| Management Fee                   | $81,313 | $83,131 | $84,794 | $86,490 | $88,219 | $97,401 | $107,539 |
| Payroll, Payroll Tax & Employee Benefits | $305,482 | $314,646 | $324,086 | $333,808 | $343,823 | $398,585 | $462,069 |
| Repairs & Maintenance            | $81,000 | $83,636 | $86,145 | $88,729 | $91,391 | $105,948 | $122,822 |
| Electric & Gas Utilities         | $30,680 | $31,518 | $32,464 | $33,437 | $34,441 | $39,926 | $46,285 |
| Water, Sewer & Trash Utilities  | $92,668 | $95,469 | $98,333 | $101,283 | $104,323 | $120,937 | $140,193 |
| Annual Property Insurance Premiums | $50,400 | $51,912 | $53,469 | $55,073 | $56,726 | $65,761 | $76,235 |
| Property Tax                     | $121,413 | $125,055 | $128,807 | $132,671 | $136,651 | $158,416 | $183,648 |
| Reserve for Replacements         | $4,500 | $4,350 | $4,741 | $4,973 | $5,068 | $5,715 | $6,087 |
| Other Expenses                   | $12,600 | $12,978 | $13,367 | $13,768 | $14,181 | $16,440 | $19,059 |
| TOTAL OPERATING EXPENSES         | $895,359 | $921,405 | $948,216 | $975,814 | $1,004,224 | $1,159,301 | $1,338,572 |

| DEBT SERVICE                    |        |        |        |        |        |         |         |
| First Deed of Trust Annual Loan Payment | $978,933 | $978,933 | $978,933 | $978,933 | $978,933 | $978,933 | $978,933 |
| Second Deed of Trust Annual Loan Payment |        |        |        |        |        |         |         |
| Third Deed of Trust Annual Loan Payment |        |        |        |        |        |         |         |
| Other Annual Required Payment   |        |        |        |        |        |         |         |
| ANNUAL NET CASH FLOW            | $163,235 | $177,940 | $192,695 | $207,493 | $222,328 | $296,799 | $370,969 |
| CUMULATIVE NET CASH FLOW        | $163,235 | $341,175 | $533,869 | $741,362 | $963,690 | $2,261,508 | $3,930,937 |
| Debt Coverage Ratio             | 1.37    | 1.38    | 1.40    | 1.42    | 1.43    | 1.30    | 1.38    |
| Other (Describe)                |         |         |         |         |         |         |         |

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

### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Other Annual Required Payment</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$2,202,723</td>
<td>($165,209)</td>
<td>$0</td>
<td>$2,078,527</td>
</tr>
<tr>
<td>2</td>
<td>$2,424,777</td>
<td>$2,291,713</td>
<td>($175,877)</td>
<td>$0</td>
<td>$2,119,843</td>
</tr>
<tr>
<td>3</td>
<td>$2,387,567</td>
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<td>($185,429)</td>
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<td>$2,162,495</td>
</tr>
<tr>
<td>4</td>
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<td>($195,585)</td>
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<tr>
<td>5</td>
<td>$2,435,033</td>
<td>$2,422,456</td>
<td>($205,645)</td>
<td>$0</td>
<td>$2,261,509</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>DEBT SERVICE</th>
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<tbody>
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<td>$978,933</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th>Management Fee</th>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Repairs &amp; Maintenance</th>
<th>Electric &amp; Gas Utilities</th>
<th>Water, Sewer &amp; Trash Utilities</th>
<th>Annual Property Insurance Premiums</th>
<th>Property Tax</th>
<th>Reserve for Replacements</th>
<th>Other Expenses</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>$74,475</td>
<td>$82,501</td>
<td>$305,482</td>
<td>$82,300</td>
<td>$19,600</td>
<td>$92,688</td>
<td>$50,400</td>
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<td>$45,000</td>
<td>$12,600</td>
<td>$895,859</td>
<td>$1,142,168</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

By signing below I (we) am 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. (Signatures only required using this pro forma for loans under $12.5 million relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: David Salinger
Date: January 23, 2018
Phone: 512-479-2218
Email: david.h.saling@chase.com

Printed Name: Daniel Bence
Date: January 23, 2018
Printed Name: Daniel Bence
Date: January 23, 2018

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

### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
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<td>($165,205)</td>
<td>$2,037,527</td>
</tr>
<tr>
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<td>$2,246,777</td>
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<td>$2,078,278</td>
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<tr>
<td>3</td>
<td>$2,246,777</td>
<td>$2,291,722</td>
<td>($171,879)</td>
<td>$2,122,843</td>
</tr>
<tr>
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<td>$2,291,722</td>
<td>$2,337,557</td>
<td>($175,317)</td>
<td>$2,162,240</td>
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<tr>
<td>5</td>
<td>$2,337,557</td>
<td>$2,384,808</td>
<td>($178,823)</td>
<td>$2,202,723</td>
</tr>
<tr>
<td>6</td>
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<tr>
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<tr>
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<tr>
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<td>($205,430)</td>
<td>$2,538,005</td>
</tr>
<tr>
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<td>$2,590,009</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$74,475</td>
<td>$76,709</td>
<td>$79,011</td>
<td>$81,381</td>
<td>$83,822</td>
<td>$97,173</td>
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<td>Management Fee</td>
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<td>$ 10,600</td>
<td>$ 10,900</td>
<td>$ 11,200</td>
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<td>$ 11,800</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$ 1,000</td>
<td>$ 1,050</td>
<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
<td>$ 1,250</td>
<td>$ 1,300</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 1,000</td>
<td>$ 1,050</td>
<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
<td>$ 1,250</td>
<td>$ 1,300</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$ 1,000</td>
<td>$ 1,050</td>
<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
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<td>$ 1,300</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
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<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
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<td>$ 1,300</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 1,000</td>
<td>$ 1,050</td>
<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
<td>$ 1,250</td>
<td>$ 1,300</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 1,000</td>
<td>$ 1,050</td>
<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
<td>$ 1,250</td>
<td>$ 1,300</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 1,000</td>
<td>$ 1,050</td>
<td>$ 1,100</td>
<td>$ 1,150</td>
<td>$ 1,200</td>
<td>$ 1,250</td>
<td>$ 1,300</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$895,359</td>
<td>$921,405</td>
<td>$948,216</td>
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<td>$1,004,224</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$1,152,168</td>
<td>$1,156,873</td>
<td>$1,171,628</td>
<td>$1,186,426</td>
<td>$1,201,261</td>
<td>$1,215,173</td>
<td>$1,238,082</td>
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</table>

### CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
<th>CUMULATIVE NET CASH FLOW</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.27</td>
<td>1.30</td>
<td>1.33</td>
<td>1.36</td>
<td>1.39</td>
<td>1.42</td>
<td>1.45</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Permanent Lender

Signature, Authorized Representative, Syndicator

David Saling
Printed Name
January 23, 2018
Phone: 512-479-2218
Email: david.h.saling@chase.com

Signature, Authorized Representative, Construction or Permanent Lender

Signed, Authorized Representative, Syndicator

January 23, 2018

If a revised form is submitted, date of submission:
<table>
<thead>
<tr>
<th>Off-Site Cost Breakdown</th>
</tr>
</thead>
</table>

Tab 28
Off-Site Cost Breakdown

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

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden

Total

$ -

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission:
Tab 29
Site Work Cost
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

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

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

The use of unit price (Column B) and the number of units (Column C) data for the activity, OR

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

If based on labor and materials, add Column B and Column C together to arrive at total construction costs.

If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

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

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

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

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>250,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 250,000</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>94,825</td>
<td></td>
<td></td>
<td></td>
<td>$ 94,825</td>
<td>$ 94,825</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>65,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 65,000</td>
<td>$ 65,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>613,800</td>
<td></td>
<td></td>
<td></td>
<td>$ 613,800</td>
<td>$ 613,800</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>464,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 464,000</td>
<td>$ 464,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>10,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 10,000</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000</td>
<td>$ 25,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,583,125</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Date: 1-35-18

Printed Name: Brandon O'Donald

Seal

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

State of Texas

PROFESSIONAL ENGINEER

BRANDON O’DONALD

90241
Tab 30
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>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (If Applicable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>Acquisition</td>
<td>New/Rehab.</td>
<td></td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>2,613,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Subtotal Acquisition Cost</td>
<td>$2,713,600</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Off-Sites Cost</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>260,500</td>
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<tr>
<td>Fine grading</td>
<td>25,000</td>
<td>25,000</td>
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</tr>
<tr>
<td>On-site concrete</td>
<td>94,825</td>
<td>94,825</td>
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<tr>
<td>On-site electrical</td>
<td>65,000</td>
<td>65,000</td>
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</tr>
<tr>
<td>On-site paving</td>
<td>613,800</td>
<td>613,800</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>464,000</td>
<td>464,000</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Site Work Cost</td>
<td>$1,583,125</td>
<td>$0</td>
<td>$1,583,125</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>572,525</td>
<td>572,525</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>225,000</td>
<td>225,000</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>229,350</td>
<td>229,350</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Site Amenities Cost</td>
<td>$1,026,875</td>
<td>$0</td>
<td>$1,026,875</td>
</tr>
</tbody>
</table>
**BUILDING COSTS***:

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,383,710</td>
<td>1,383,710</td>
</tr>
<tr>
<td>Masonry</td>
<td>1,070,000</td>
<td>1,070,000</td>
</tr>
<tr>
<td>Metals</td>
<td>335,550</td>
<td>335,550</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>3,896,316</td>
<td>3,896,316</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>1,834,800</td>
<td>1,834,800</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>239,200</td>
<td>239,200</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>312,620</td>
<td>312,620</td>
</tr>
<tr>
<td>Finishes</td>
<td>156,920</td>
<td>156,920</td>
</tr>
<tr>
<td>Specialties</td>
<td>177,842</td>
<td>177,842</td>
</tr>
<tr>
<td>Equipment</td>
<td>308,500</td>
<td>308,500</td>
</tr>
<tr>
<td>Furnishings</td>
<td>41,550</td>
<td>41,550</td>
</tr>
<tr>
<td>Special Construction</td>
<td>42,100</td>
<td>42,100</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>340,800</td>
<td>340,800</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>2,885,454</td>
<td>2,885,454</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,268,000</td>
<td>1,268,000</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs
- Other (specify) - see footnote 1

Subtotal Building Costs Before 11.9(e)(2) $14,360,862

Voluntary Eligible Building Costs (After 11.9(e)(2))* $77.99 psf

Voluntary Eligible Hard Costs (After 11.9(e)(2))* $12,584,310

**TOTAL BUILDING COSTS & SITE WORK** (including site amenities) $16,970,862

Contingency 5.00% $848,543

**TOTAL HARD COSTS** $17,819,405

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.71%</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>1.90%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.71%</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES** $2,375,921

**TOTAL CONSTRUCTION CONTRACT** Before 11.9(e)(2) $20,195,326

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))* $0.00 psf

---

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>305,673</td>
<td>305,673</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>22,500</td>
<td>22,500</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>122,500</td>
<td>122,500</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>373,738</td>
<td>373,738</td>
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<tr>
<td>Appraisal</td>
<td>7,500</td>
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<tr>
<td>Market analysis</td>
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<td>12,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
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<td>15,000</td>
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<tr>
<td>Marketing</td>
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</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
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<td>0</td>
</tr>
<tr>
<td>Real property taxes</td>
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<td>50,000</td>
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<tr>
<td>Personal property taxes</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>FF&amp;E</td>
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<td>425,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

|                | $1,674,411 | $0     | $1,574,411 |

### FINANCING

#### CONSTRUCTION LOAN(S)

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<tr>
<th>Item</th>
<th>Amount</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
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<tr>
<td>Loan origination fees</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>38,500</td>
<td>38,500</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>22,500</td>
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<tr>
<td>Credit Report</td>
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<tr>
<td>Discount Points</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tbody>
</table>

#### PERMANENT LOAN(S)

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<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Loan origination fees</td>
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<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
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</tr>
<tr>
<td>Bond premium</td>
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<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td>Other (specify) - see footnote 1</td>
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</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
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</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Category</td>
<td>Cost</td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
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<tr>
<td>Tax and/or bond counsel</td>
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<td></td>
</tr>
<tr>
<td>Payment bonds</td>
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</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
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<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>5,000</td>
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</tr>
<tr>
<td>Credit enhancement fees</td>
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<tr>
<td>Mortgage insurance premiums</td>
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<tr>
<td>Cost of underwriting &amp; issuance</td>
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<tr>
<td>Syndication organizational cost</td>
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<tr>
<td>Tax opinion</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,483,657</td>
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<table>
<thead>
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<tr>
<td>Housing consultant fees</td>
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<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>3,082,077</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>14.04%</td>
</tr>
<tr>
<td>14.04%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>125,000</td>
</tr>
<tr>
<td>Operating</td>
<td>947,782</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$1,072,782</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Housing Development Costs</strong></td>
<td>$30,300,104</td>
</tr>
</tbody>
</table>

**The following calculations are for HTC Applications only.**

<table>
<thead>
<tr>
<th>Deduct From Basis:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants used to finance costs in Eligible Basis</td>
<td></td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td></td>
</tr>
<tr>
<td>Non-qualified portion of higher quality units §42(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$30,963,392</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>55%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$17,067,022</td>
</tr>
<tr>
<td>Applicable Percentage^6</td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,536,032</td>
</tr>
</tbody>
</table>

*(May be greater than actual request)*

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

<table>
<thead>
<tr>
<th>Requested Score for 11.9(e)(2)</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of contact for Cost Estimate:</td>
<td>Casey Bump - Bonner Carrington Construction</td>
</tr>
<tr>
<td>Phone Number for Contact:</td>
<td>512-505-0603</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>JPMorgan Chase</td>
<td></td>
<td>$17,400,000 4.50%</td>
<td>$15,473,000 5.35%</td>
</tr>
<tr>
<td>Bellwether Enterprise</td>
<td></td>
<td>$17,400,000 4.50%</td>
<td>$15,473,000 5.35%</td>
</tr>
</tbody>
</table>

Third Party Equity

RBC Capital Markets

HTC $1,500,000 $10,798,920 $13,498,650 0.9

Grant

Deferred Developer Fee

Developer $2,100,684 $1,327,954

Other

Local Political Subdivision Contribution $500 $500

Total Sources of Funds $30,300,104 $30,300,104

Total Uses of Funds $30,300,104 $30,300,104

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 construction period funds consist of a construction loan from JPMorgan Chase in the amount of $17,400,000 with an interest rate of 4.5%, equity from RBC Capital Markets in the amount of $10,798,920, a contribution from the Local Political Subdivision in the form of a grant, reduced fees or loan in the amount of $500 which leaves a deferred fee during the construction period of $2,100,684. The permanent period funds consist of a loan from Bellwether Enterprise in the amount of $15,473,000 with an interest rate of 5.35% and a term of 18 years with a 35 year amortization, equity from RBC Capital Markets in the amount of $13,498,650 with a syndication rate of 0.90, a contribution from the Local Political Subdivision in the form of a grant, reduced fees or loan in the amount of $500 which leaves a deferred fee during the construction period of $1,327,954.

Describe the replacement reserves:

The replacement reserves are contributed at $250 per unit per year. The reserves will escalate at approximately 3% a year and will be used for capital items that will be approved by the investors and/or lenders. The primary use of the reserves will be for items like painting, roof repair and/or other capital items deemed necessary to operate the community.

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 community consists of 180 units of which 11 are rented at or below 30% of AMI, 44 are rented at or below 50% of AMI, 52 are rented at or below 60% of AMI and 73 are rented at market rates. There are no operating subsidies or project-based assistance with the community. The property has term sheets from an investor, construction and permanent lender who are all very experienced in the affordable market. Due diligence for the equity and loans will commence in August 2018 and will continue while the final plans are being prepared. The applicant and financing team will be prepared to close when the permit ready letter has been issued by the governing jurisdiction. The applicant has a strong development team, general contractor and property management team supporting their efforts. The applicant will need permit ready letters from the local jurisdiction to complete the due diligence and expects lender and investor approval soon thereafter.

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone:

Email address:

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$0 0.00%</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$0 0.00%</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Repayable)</td>
<td>$0 0.00%</td>
<td>$0 0.00%</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$0 0.00%</td>
</tr>
<tr>
<td></td>
<td>JP Morgan Chase</td>
<td>Conventional Loan</td>
<td>$17,400,000 4.35%</td>
<td>$15,473,000 5.35%</td>
</tr>
<tr>
<td></td>
<td>Bellwether Enterprise</td>
<td>Conventional Loan</td>
<td>$17,400,000 4.35%</td>
<td>$15,473,000 5.35%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>RBC Capital Markets</td>
<td>HTC</td>
<td>$5,000,000</td>
<td>$10,798,920</td>
</tr>
<tr>
<td></td>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Developer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Political Subdivision Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Sources of Funds</td>
<td>$30,300,104</td>
<td>$30,300,104</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Uses of Funds</td>
<td>$30,300,104</td>
<td>$30,300,104</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 following 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).

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The replacement reserves are contributed at $250 per unit per year. The reserves will escalate at approximately 3% a year and will be used for capital items that will be approved by the investors and/or lenders. The primary use of the reserves will be for capital items like painting, roof repair and/or other capital items deemed necessary to operate the community.

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 community consists of 180 units of which 11 are rented at or below 30% of AMI, 44 are rented at or below 50% of AMI, 52 are rented at or below 60% of AMI and 73 are rented at market rates. There are no operating subsidies or project-based assistance with the community. The property has term sheets from an investor, permanent lender and permanent lender who are all very experienced in the affordable market. Due diligence for the equity and loans will commence in August 2018 and will continue while the final plans are being prepared. The applicant and financing team will be prepared to close when the permit is ready letter is issued by the governing jurisdiction. The applicant has a strong development team, general contractor and property management team supporting their efforts. The applicant will need permit ready letters from the local jurisdiction to complete the due diligence and expects lender and investor approval soon thereafter.

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

Signature, Authorized Representative, Construction or Permanent Lender: [Signature]
Printed Name: [Name]
Date: [Date]

Telephone: [Phone Number]
Email address: [Email Address]

If a revised form is submitted, date of submission: [Date]
Tab 32
Financial Capacity and Construction Oversight
(Multifamily Direct Loan Applications Only)

N/A - No TDHCA Direct Loan Funds
Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable) [§13.8(c)(5) and (6)]

Financial Capacity (10 TAC §13.8(c)(5))
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**

- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
N/A - No TDHCA Direct Loan Funds
Match Funds (Multifamily Direct Loan Applications Only) [§10.204(7)(E)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
Tab 34
Financial Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

#### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:  
City of Waxahachie

- 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))

- Eligible Pro-Forma and letter stating the Development is financially feasible.  
  **Total Points Claimed:** 0

- Eligible Pro-Forma and letter stating Development and Principals are acceptable.  
  **Total Points Claimed:** 18

#### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI  
  **6.11%**

- HTC funding request as a percent of Total Housing Development Cost  
  **4.95%**

#### 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
<table>
<thead>
<tr>
<th>Tab 35</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supporting Documents for Financial Scoring</td>
</tr>
</tbody>
</table>
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>x</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>x</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
<tr>
<td>N/A</td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td>N/A</td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td>x</td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td>x</td>
<td>Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.</td>
</tr>
<tr>
<td>x</td>
<td>Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]</td>
</tr>
<tr>
<td>N/A</td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>
Tab 35
Supporting Documents for Financial Scoring
-Executed Pro Forma from Permanent or Construction Lender
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

## Income

<table>
<thead>
<tr>
<th>Year</th>
<th>Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$2,259,532</td>
</tr>
<tr>
<td>2</td>
<td>$2,246,777</td>
</tr>
<tr>
<td>3</td>
<td>$2,231,913</td>
</tr>
<tr>
<td>4</td>
<td>$2,217,157</td>
</tr>
<tr>
<td>5</td>
<td>$2,202,401</td>
</tr>
<tr>
<td>10</td>
<td>$2,187,645</td>
</tr>
<tr>
<td>15</td>
<td>$2,172,889</td>
</tr>
</tbody>
</table>

## Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Loan Payment</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
</tr>
<tr>
<td>Annual Required Payment</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
</tr>
<tr>
<td>Annual Net Cash Flow</td>
<td>$363,235</td>
<td>$317,040</td>
<td>$272,093</td>
<td>$227,046</td>
<td>$182,000</td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$363,235</td>
<td>$341,300</td>
<td>$317,093</td>
<td>$272,031</td>
<td>$227,000</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.17</td>
<td>1.15</td>
<td>1.20</td>
<td>1.25</td>
<td>1.30</td>
</tr>
</tbody>
</table>

By signing below I (we) am 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 on 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 using this pro forma for projects under $1.9M(1) relating to Financial Feasibility)

David Salling
Printed Name: David H. Salling
Date: January 23, 2018

Email: david.h.salling@chase.com

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: January 23, 2018
Tab 35
Supporting Documents for Financial Scoring
-Letter from lender regarding approval of Principals
January 23, 2018

Mr. Casey Bump
MWH Waxahachie Senior Residential, LP
C/O Bonner Carrington, LLC
901 South Mopac Expressway, Building V, Suite 100
Austin, TX  78746

Re:  Mariposa Apartment Homes at Waxahachie
Waxahachie, TX

Dear Mr. Bump:

I have received and reviewed the 15 year pro forma for Mariposa Apartment Homes at Waxahachie in Waxahachie, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of JPMorgan Chase Bank, N.A. Community Development Banking projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower. JPMorgan Chase has not independently verified any such information.

The attached 15 year pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to JPMorgan Chase Bank, N.A. Community Development Banking due diligence review and revision.

Additionally, JPMorgan Chase Bank, N.A. Community Development Banking has performed a preliminary review of the credit worthiness of MWH Waxahachie Senior Residential, LP and its Principals and Guarantors. At this time, JPMorgan Chase Bank, N.A. Community Development Banking has no reservations with any of the Principals or Guarantors of the borrower to this point, and is subject to JPMorgan Chase due diligence review and revision. The development is acceptable.
Please be advised that this letter does not represent a commitment by JPMorgan Chase to provide financing for the Development nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by JPMorgan Chase and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,
JPMORGAN CHASE BANK, N.A.

David H. Saling
Authorized Officer
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$2,359,532</td>
<td>$2,202,723</td>
<td>$2,246,777</td>
<td>$2,291,713</td>
<td>$2,337,667</td>
<td>$2,383,621</td>
<td>$2,430,681</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$2,202,723</td>
<td>$2,246,777</td>
<td>$2,291,713</td>
<td>$2,337,667</td>
<td>$2,383,621</td>
<td>$2,430,681</td>
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</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th>$74,475</th>
<th>$76,709</th>
<th>$79,011</th>
<th>$81,381</th>
<th>$83,822</th>
<th>$87,313</th>
<th>$91,755</th>
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<tbody>
<tr>
<td>Management Fee</td>
<td>$81,501</td>
<td>$83,131</td>
<td>$85,844</td>
<td>$88,667</td>
<td>$91,532</td>
<td>$94,407</td>
<td>$98,397</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$305,483</td>
<td>$314,645</td>
<td>$324,085</td>
<td>$333,808</td>
<td>$343,813</td>
<td>$354,019</td>
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<tr>
<td>Repair &amp; Maintenance</td>
<td>$81,200</td>
<td>$83,636</td>
<td>$86,145</td>
<td>$88,729</td>
<td>$91,532</td>
<td>$94,407</td>
<td>$98,397</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$30,600</td>
<td>$31,318</td>
<td>$32,464</td>
<td>$33,593</td>
<td>$34,841</td>
<td>$36,213</td>
<td>$37,716</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$92,688</td>
<td>$95,469</td>
<td>$98,333</td>
<td>$101,283</td>
<td>$104,211</td>
<td>$107,257</td>
<td>$110,303</td>
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<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,912</td>
<td>$11,946</td>
<td>$12,978</td>
<td>$13,941</td>
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<td>Property Tax</td>
<td>$121,413</td>
<td>$125,055</td>
<td>$128,607</td>
<td>$132,262</td>
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<td>$140,097</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$46,000</td>
<td>$46,385</td>
<td>$47,741</td>
<td>$49,171</td>
<td>$50,684</td>
<td>$52,281</td>
<td>$53,948</td>
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<tr>
<td>Other Expenses</td>
<td>$12,200</td>
<td>$12,827</td>
<td>$13,567</td>
<td>$14,368</td>
<td>$15,236</td>
<td>$16,178</td>
<td>$17,171</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$895,399</td>
<td>$921,405</td>
<td>$948,216</td>
<td>$975,814</td>
<td>$1,004,224</td>
<td>$1,034,263</td>
<td>$1,064,290</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

| First Deed of Trust Annual Loan Payment | $978,933 | $978,933 | $978,933 | $978,933 | $978,933 | $978,933 | $978,933 |
| Third Deed of Trust Annual Loan Payment | $365,209 | $365,209 | $365,209 | $365,209 | $365,209 | $365,209 | $365,209 |
| Other Annual Required Payment | $83,822 | $86,145 | $88,729 | $91,532 | $94,407 | $98,397 |

**Debt Coverage Ratio:** 1.13

By signing below I (we) am 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 rate. (Signature only required using this pro forma for points under $11.8(k)(1) relating to Financial Feasibility)

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

---

**Signature, Authorized Representative, Syndicator**

---

**Printed Name:** David Saling
**Phone:** 512-479-2218
**Date:** January 23, 2018
**Email:** david.h.saling@chase.com

**Printed Name:** Daniel Seling
**Date:** January 23, 2018
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 3% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>YEAR</th>
<th>DEBT SERVICE</th>
<th>YEAR</th>
<th>DEBT SERVICE</th>
<th>YEAR</th>
<th>DEBT SERVICE</th>
<th>YEAR</th>
<th>DEBT SERVICE</th>
<th>YEAR</th>
<th>DEBT SERVICE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$2,159,532</td>
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<td>$2,202,732</td>
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<td>First Deed of Trust Annual Loan Payment</td>
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<td>$978,933</td>
<td>$978,933</td>
<td>$978,933</td>
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<tr>
<td></td>
<td>$2,202,732</td>
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<td>$2,246,777</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<td>$1,171,628</td>
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<td>$1,201,261</td>
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<td></td>
<td>$2,291,713</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,337,547</td>
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<td>$2,384,308</td>
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<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,384,308</td>
<td></td>
<td>$2,435,033</td>
<td></td>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,435,033</td>
<td></td>
<td>$2,580,841</td>
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<td>ANNUAL NET CASH FLOW</td>
<td>$163,235</td>
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<td>$192,695</td>
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<td></td>
<td>$2,580,841</td>
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<td>$2,688,474</td>
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<td>Cumulative Net Cash Flow</td>
<td>$2,078,278</td>
<td>$2,119,843</td>
<td>$2,162,240</td>
<td>$2,205,485</td>
<td>$2,291,722</td>
<td>$2,337,557</td>
<td>$2,384,308</td>
<td>$2,435,033</td>
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<tr>
<td></td>
<td>$2,632,469</td>
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<td>$2,849,457</td>
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<td>Debt Coverage Ratio</td>
<td>1.23</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
</tr>
</tbody>
</table>

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

Printed Name: David Saling  
Printed Name: Daniel Kierce  
Phone: 512-479-2218  
Phone:  
Email: david.saling@chase.com  
Email:  
Date: January 23, 2018  
Date:  
Signature, Authorized Representative, Construction or Permanent Lender  
Signature, Authorized Representative, Syndicator  
Date: January 23, 2018  
Date:  
If a revised form is submitted, date of submission:  
If a revised form is submitted, date of submission:
Supporting Documents for Financial Scoring
-Evidence of Construction Financing (term sheets, loan agreements)
January 23, 2018

Mr. Mr. Casey Bump  
MWH Waxahachie Senior Residential LP  
C/O Bonner Carrington LLC  
901 South Mopac Expressway, Building V Suite 100  
Austin, TX 78746

Re: Mariposa Apartment Homes at Waxahachie  
Waxahachie, TX

Dear Mr. Bump:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction lender for the development of affordable rental housing to be known as Mariposa Apartment Homes at Waxahachie located in Waxahachie, TX. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as the basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received and credit approval has been obtained.

Borrower: MWH Waxahachie Senior Residential, LP a to-be-formed single-asset entity affiliated with the Developer.

Developer: An affiliate of Bonner Carrington LLC.

Project: Mariposa Apartment Homes at Waxahachie will contain 180 units for seniors and will be located in Waxahachie, Texas

Amount: Approximately $17,400,000 subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

Initial Term: 24 months.

Interest Rate: Libor + 290bps. (as of 2/23/2017 indicative all in rate is 4.50%)

Commitment Fee: 1% of the loan amount.

Extension Option: One, conditional, six-month maturity extension.
Extension Fee: 0.25% of the remaining loan commitment amount.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: Full payment and completion guaranties and environmental indemnity by a guarantor or guarantors/indemnitor(s) satisfactory to JPMorgan Chase.

Developer Fee: Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.

Tax Credit Equity: Approximately $13,498,650 which at least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

Subordinate Liens: Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact. Other sources are detailed on the attached summary.

Repayment: Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Permanent Loan: A commitment for a permanent loan acceptable to Lender

Contract Bonding: 100% Payment and Performance Bonds from “A” rated surety

Additional Sources: Lender acknowledges all sources and their terms of all other anticipated sources of funds for this project based on the attached Sources and Uses signed by Lender.

We appreciate the opportunity to provide construction and permanent financing for the proposed project. This letter, which expires December 31, 2017, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender. Please note, JPMorgan Chase Bank N.A. cannot extend any lending commitment until formal approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.
David H. Saling
Authorized Officer
# 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>Perament Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
</tr>
<tr>
<td></td>
<td>TDHCA Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td></td>
<td>TDHCA Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td></td>
<td>JPMorgan Chase Conventional Loan</td>
<td>$17,400,000 4.50%</td>
<td>$15,473,000 5.35%</td>
<td>35 18</td>
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<tr>
<td></td>
<td>Bellwether Enterprise Conventional Loan</td>
<td>$15,473,000 5.35%</td>
<td>$13,498,650 3.5%</td>
<td>35 18</td>
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<tr>
<td></td>
<td>Total Sources of Funds</td>
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<td>$30,300,104</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Uses of Funds</td>
<td>$30,300,104</td>
<td>$30,300,104</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 following 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 construction period funds consist of a construction loan from JPMorgan Chase in the amount of $17,400,000 with an interest rate of 4.5%, equity from RBC Capital Markets in the amount of $10,798,920, a contribution from the Local Political Subdivision in the form of a grant, reduced fees or loan in the amount of $500 which leaves a deferred fee during the construction period of $2,100,684. The permanent period funds consist of a loan from Bellwether Enterprise in the amount of $15,473,000 with an interest rate of 5.35% and a term of 18 years with a 35 year amortization, equity from RBC Capital Markets in the amount of $13,498,650 with a syndication rate of 0.90, a contribution from the Local Political Subdivision in the form of a grant, reduced fees or loan in the amount of $500 which leaves a deferred fee during the construction period of $1,327,954.

Describe the replacement reserves:
The replacement reserves are contributed at $250 per unit per year. The reserves will escalate at approximately 3% a year and will be used for capital items that will be approved by the investors and/or lenders. The primary use of the reserves will be for items like painting, roof repair and/or other capital items deemed necessary to operate the community.

**Debt**
- **TDHCA Direct Loan Const. to Perm. (Repayable)**
  - Loan/Equity Amount: $0 0.00%
  - Interest Rate: 0.00%
  - Amortization: 30 0
  - Syndication: 0 0

**Third Party Equity**
- **RBC Capital Markets HTC**
  - Amount: $1,500,000
  - Total Sources: $13,498,650
  - Total Uses: $13,498,650

**Defers Developer fee**
- **Developer**
  - Amount: $2,100,684
  - Total Sources: $1,327,954
  - Total Uses: $1,327,954

**Deferred Developer fee**
- **TDHCA**
  - Amount: $500
  - Total Sources: $500
  - Total Uses: $500

**Other**
- **Local Political Subdivision Contribution**
  - Amount: $500
  - Total Sources: $500
  - Total Uses: $500

**Total Sources of Funds**
- Amount: $30,300,104
- Total Uses: $30,300,104

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

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

**Printed Name**

**Telephone:**

**Email address:**

**Date:**

If a revised form is submitted, date of submission: __________
Tab 35
Supporting Documents for Financial Scoring
-Evidence of Permanent Financing (term sheets, loan agreements)
Proposal Letter

January 25, 2018

MWH Waxahachie
MWH Waxahachie Senior Residential LP
c/o Stuart Shaw/Casey Bump
PO Box 2217
Austin, Texas 78768

RE: Mariposa Apartment Homes at Waxahachie

Dear Mr. Shaw and Mr. Bump:

Bellwether Enterprise Real Estate Capital, LLC (“Bellwether Enterprise”) is pleased to present this proposal for a nonrecourse first mortgage loan for the referenced project in the amount of $15,473,000. These terms are subject to change based on Bellwether Enterprise’s and Freddie Mac’s further analysis, current interest rates, and underwriting of the appraisal and market conditions.

Borrower: MWH Waxahachie Senior Residential LP

Property: A 180-unit age-restricted, affordable rental apartment development, known as Mariposa Apartment Homes at Waxahachie.

Loan Type: Freddie Mac Un-funded Forward Commitment.

Loan Amount: Based on our preliminary analysis, the maximum amount of the Loan would be $15,473,000. This amount is subject to change.

Commitment Period: 24 months.

Interest Rate: 5.35% as of 1/25/2018

Loan to Value: 90% LTV.

Debt Service Coverage: Minimum of 1.15x as determined by Bellwether Enterprise.

Subordinate Financing: Any must pay subordinate debt must not cause the combined leverage to exceed 95% LTV or 1.10:1.00 DSC, and all subordinate debt must be, at a minimum, coterminous with Bellwether Enterprise’s first mortgage.

Term: 18 years

Yield Maintenance Period: 15 years

Amortization: 35 years
**Placement Fee:** 1.00% of loan amount paid at Commitment.

**BWE Application Fee:** $5,000

**Freddie Mac Application Fee:** 0.1% of loan amount.

**Due Diligence Deposit:** $10,000 to 20,000 deposit will be used to cover the costs of the third party reports and reviews such as plan and cost review, environmental report, property appraisal, earthquake assessment (if necessary), zoning report (“Third Party Reports”), and insurance review fee. The final amount will depend on which reports are shared with the construction lender.

**Legal Counsel Deposit:** $10,000 deposit due at commitment acceptance with remaining due prior to permanent loan closing. Approximate total cost is $17,500 for the forward and $17,500 for the conversion.

**Forward Commitment Deposit:** Cash or a Letter of Credit from a qualified lender for 2.0% of the loan amount is due and payable to Freddie Mac at the time the commitment rate is set. The cash or Letter of Credit is released at the time the mortgage is purchased.

A Delivery Assurance Note of 5% of the loan amount will also be executed and recorded as a lien against the property and will be released at the time the mortgage is purchased. The security will be subordinate to all other financing.

**Forward Conversion Underwriting Fee:** $15,000 payable at the time of Conversion.

**Reserves for Replacements:** Bellwether Enterprise will determine an initial deposit to the reserve for replacements (if any) in accordance with Freddie Mac guidelines and remaining useful life and cost calculations. Bellwether Enterprise will also determine the amount of the annual contribution to the reserve for replacements, which Borrower will be required to pay in monthly installments. The annual deposit to the reserve for replacements will be no less than $250 - $300 per dwelling unit per annum. Bellwether Enterprise reserves the right to re-inspect the project and modify replacement reserve requirements throughout the term of the loan. Bellwether Enterprise will invest the reserve, the investment income on which will accrue for the benefit of Borrower after Bellwether Enterprise’s administrative costs.
**Special Conditions:** Subject to Final Underwriting.

Assumes all subordinate loans will mature at least 3 months beyond the maturity of the Freddie Mac loan.

Underwritten loan amount is contingent upon support of the market rents in the appraisal to be performed in underwriting.

Summary of other sources is detailed below.

Thank you for the opportunity to offer this proposal. If you have any questions, please feel free to contact me at (469-729-7681).

Bellwether Enterprise Real Estate Capital, LLC

---

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Loan/Equity Amount</td>
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</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MFS Direct Loan Condo</td>
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Total Sources of Funds $30,300,104 $30,300,104
Total Uses of Funds $30,300,104
Tab 35
Supporting Documents for Financial Scoring
-Evidence of Equity Financing
January 24, 2018

MWH Waxahachie Senior Residential LP
901 Mopac Expressway South
Building IV, Suite 180
Austin, TX 78746
Attn: Stuart Shaw

Re: Mariposa Apartments Homes at Waxahachie
Waxahachie, TX

Dear Stuart:

Thank you for providing us the opportunity to submit a proposal on Mariposa Apartments Homes at Waxahachie (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in MWH Waxahachie Senior Residential LP, a Texas to-be-formed limited partnership, or similar entity to be formed (the “Partnership”). RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. Project and Parties Involved.

   (a) The Project, located in the City of Waxahachie, State of Texas will consist of 180 apartment units for rent to seniors 55+. Within the Project 107 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code and 73 units will be market rate.

   (b) The parties involved with the Project are as follows:

      (i) General Partner. The General Partner is MWH Waxahachie Senior Residential General Partner LLC, a to-be-formed single purpose, taxable entity, which is 40% owned by MWH Waxahachie Senior Residential HUB Partner LLC and 60% owned by SSFP MWH Waxahachie Senior Residential LLC.

      (ii) Developer. The developers are SSFP MWH Waxahachie Senior Residential Developer LLC, which is 100% owned by Stuart Shaw Family Development LLC and MWH Waxahachie Senior Residential HUB Developer LLC, which is 100% owned by Core Strategies Inc., collectively referred to herein as “Developer”.

      (iii) Guarantors. Subject to RBC’s review and approval of financial statements, the Guarantors are the General Partner, Stuart Shaw, and other entities deemed necessary by RBC, on a joint and several basis.

2. Purchase Price. The Interest in the Partnership will be acquired for a total capital contribution of $13,498,650. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.90. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.
3. **LIHTC.** The Project anticipates receiving a reservation of 2018 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Partnership is $15,000,000. The LIHTC will be available to the Partnership beginning in 2020.

4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period (“Certified LIHTC”) will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.92 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2020 and 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar years 2020 and 2021 are less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar years 2020 and 2021 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2030 and 2031.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner’s capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.20 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.
The “Release Date” is the later of:

(A) the fifth anniversary of the Stabilization Date,
(B) the date the Project has achieved an average debt service coverage of 1.20 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.20 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) **LIHTC Shortfall or Recapture Event.** To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) **Repurchase.** The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) **Environmental Indemnity.** The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) **Developer Fee.** The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) **Guarantors.** The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. **Reserves.**

(a) **Operating Reserves.** An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) **Replacement Reserves.** The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. **Fees and Compensation.** The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) **Developer Fee.** The Developer will earn a developer fee of $3,349,066 projected to be paid 95% to MWH Waxahachie Senior Residential Developer LLC and 5% to MWH Waxahachie Senior Residential HUB Developer LLC as follows:

(i) $98,812 (2.95%) concurrent with RBC’s second capital contribution;
(ii) $1,547,300 (46.20%) concurrent with RBC’s third capital contribution;
(iii) $375,000 (11.20%) concurrent with RBC’s final capital contribution; and
(iv) $1,327,954 (39.65%) is deferred and paid from net cash flow.
The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.

(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 4.16% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $10,000 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and 0.01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

(i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(ii) to RBC Manager for any unpaid asset management fees;

(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

(iv) to the payment of any unpaid developer fee;

(v) to the payment of any debts owed to the General Partner or their affiliates;

(vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

(vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;
(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;

(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. Construction. The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. Due Diligence, Opinions and Projections.

(a) Due Diligence: The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

(b) Legal Opinions. The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC's counsel.

(c) Diligence Reimbursement. The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

(d) Projections. The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. Closing Contingencies. RBC’s obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:
(a) **Project Entity Documents.** Preparation and execution of RBC's standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.

(c) **Anticipated Closing Date.** The closing occurring on or before October 31, 2018.

(d) **Third Party Investor.** RBC’s receipt of a firm commitment from a third party investor to purchase from RBC the LP Interest on terms and conditions satisfactory to RBC in its sole discretion.
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By:
Name: Dan Kierce
Title: Director

The undersigned approves and accepts the terms of this Letter of Intent.

GENERAL PARTNER:
By: ____________________________
Its: ____________________________
Date: ____________________________

Stuart Shaw,
Applicant’s Representative January 25, 2018

GUARANTORS:
By: ____________________________
Its: ____________________________
Date: ____________________________

Stuart Shaw,
Applicant’s Representative January 25, 2018

By: ____________________________
Its: ____________________________
Date: ____________________________
## EXHIBIT A
### CAPITAL CONTRIBUTIONS

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<th>Anticipated Funding Date</th>
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| i) 15.00% upon the later of:  
   (a) the execution of the Partnership Agreement,  
   (b) closing of the financing sources described in Exhibit B, and  
   (c) receipt and approval of all due diligence items on RBC’s due diligence checklist. | $2,024,798 | October 1, 2018 |
| ii) 50.00% upon the later of:  
   (a) receipt of final Certificates of Occupancy for all of the units,  
   (b) receipt of an architect's certificate of substantial completion,  
   (c) receipt of a preliminary cost certification accompanied by a General Partner certification, and  
   (d) April 1, 2020. | $6,749,325 | April 1, 2020 |
| iii) 32.22% upon the later of:  
   (a) receipt of a final cost certification from an independent certified public accountant,  
   (b) achievement of 100% qualified occupancy,  
   (c) permanent loan conversion, including achievement of 90 days at a 1.20 Debt Service Coverage Ratio, and  
   (d) July 1, 2021. | $4,349,527 | July 1, 2021 |
| iv) 2.78% upon the later of:  
   (a) achievement of the Stabilization Date,  
   (b) receipt of the IRS Form 8609, and  
   (c) October 1, 2021. | $375,000 | October 1, 2021 |
| **Total:** | **$13,498,650** | |
EXHIBIT B
SOURCES

Construction
- Lender: JP Morgan Chase (or another Lender acceptable to RBC)
- Amount: $17,400,000
- Maturity: Permanent Loan Conversion
- Amortization: Balance due at Maturity
- Interest Rate: 4.50%
- Collateral: 1st mortgage on Project during construction (or other collateral acceptable to RBC)

Permanent Loan
- Lender: Bellwether Enterprise (or another Lender acceptable to RBC)
- Amount: $15,473,000
- Maturity: 18 years after Conversion
- Amortization: 35 years
- Interest Rate: 5.35% upon Conversion
- Collateral: 1st mortgage on Project upon Conversion (or other collateral acceptable to RBC)

Grant
- Source: City of Waxahachie
- Amount: $500
### Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of **all** Permanent and Construction Financing (term sheets, loan agreements)
- N/A Evidence of any Gap Financing, terms included
- N/A Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [x] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) **was submitted behind TAB 19**.
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- N/A Evidence of Rental Assistance/Subsidy
Tab 35
Supporting Documents for Financial Scoring
-Letter from a Local Political Subdivision Evidencing a loan, grant, reduced fees, or contribution of other value to benefit the Development
January 24, 2018

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. BOX 13941
Austin, TX 78711-3941

RE: Commitment of Development Funding by City of Waxahachie – Contribution to Mariposa Apartment Homes at Waxahachie (TDHCA #18220)

Dear Ms. Holloway,

I can confirm that I am the local government official with appropriate jurisdiction over the proposed community to confirm that the City Council has issued a resolution of support for the proposed community. Please accept this letter as a commitment of development funding from the City of Waxahachie to contribute a reduction in permit or impact fees in the amount of $500.00 for the benefit of Mariposa Apartment Homes. The City will provide this upon request from Mariposa Apartment Homes, but such funds will not be released before building permits are issued.

The City is pleased to provide a contribution for the benefit of Mariposa Apartment Homes. Should you have any questions please let us know.

Sincerely,

Michael Scott
City Manager
Tab 36
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

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

   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.000%
     - Cash flow from operations: 5.000%
     - Developer Fee: 5.000%
     - Total: 50.00%
   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
   - **Yes** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - **Yes** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

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

   - **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **Yes** A nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - **Yes** No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - **Yes** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 0

   **Total Points Claimed:** 2
Sponsor Characteristics
Qualified HUB

The Development owner certifies that the HUB will materially participate in the Development. There is no relationship between the Principles of the HUB and any other Principals of the Applicant or Developer.

The HUB will participate materially in the development, construction, and management phases of the Development. She will be involved at the General partner level decision-making regarding development, construction, management, and on-going operations of the community throughout the compliance period.

Stuart B. Shaw, Applicant’s Representative
Core Strategies Inc

Susan Narvaiz, 100% owner and stockholder

Primary Business is consultancy in the areas of Public Engagement, Human Resources, Training and Development, Public Relations and Development and Planning.

Core Strategies held a multi-year contract with Tanger Outlet Mall in San Marcos Texas to provide all Janitorial and Maintenance for the center. This included but was not limited to housekeepers, Electrical Maintenance, HVAC, parking lot maintenance, Retail Store Maintenance, Painting and coordination of special improvement projects with a crew of 12 people.

Susan Narvaiz’s background includes managing Aladdin Carpets and Interiors in San Antonio where she mastered floor covering sales and installation, provided Design and Decorating Consultations for multi-million dollar custom homes and as well as Floor Sales and coordination of installation crews for National Homebuilders. She drove a forklift to unload inventory when needed.

Susan started this segment of her career at Southwest Tile in San Antonio where she was the showroom sales associate and learned to read blue prints and measure to estimate for floor covering material purchase.

As an Independent Consultant, Susan has also advised and developed public relation plans Jim Powers and Associates (Texas Disposal) and Flying ZTP (Los Colinas), Walton Development and ETR Development (several multi-family developments in San Marcos) in the planning and community outreach stages of Municipal Development Projects, where she worked with citizens, Planning and Zoning Commissioners, City Council Members and other stakeholders to bring projects to fruition.
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Commodity items shown above are available for district(s) 13,14,15
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The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement/cmb/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CORE STRATEGIES 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 27-JUN-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmb/hubonly.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
Tab 37
Organizational Charts
Mariposa Apartment Homes at Waxahachie Organizational Chart

MWH Waxahachie Senior Residential LP

GP: MWH Waxahachie Senior Residential General Partner LLC 0.01%

LP: Investor 99.99%

MWH Waxahachie Senior Residential HUB Partner LLC 40%

SSFP MWH Waxahachie Senior Residential LLC 60%

Core Strategies Inc. 100%

Stuart Shaw Family Partnership, Ltd. 100%

Susan Narvaiz 100%

Stuart Shaw Family Management, LLC 1%

Stuart Shaw 99%

Stuart Shaw 100%

Guarantor: Stuart Shaw
Mariposa Apartment Homes at Waxahachie: Developer Fee
Organizational Chart

- **Developer Fee**
  - SSFP MWH Waxahachie Senior Residential Developer LLC 95%
  - Stuart Shaw Family Development LLC 100%
    - Stuart Shaw Family Management, LLC 1%
      - Stuart Shaw 100%
  - MWH Waxahachie Senior Residential HUB Developer LLC 5%
    - Core Strategies Inc. 100%
      - Susan Narvaiz 100%
Mariposa Apartment Homes at Waxahachie: Cash Flow
Organizational Chart

Cash Flow

SSFP MWH Waxahachie Senior Residential Developer LLC
95%

Stuart Shaw Family Development LLC
100%

GP: Stuart Shaw Family Management, LLC
1%

Stuart Shaw 100%

MWH Waxahachie Senior Residential HUB Developer LLC
5%

Core Strategies Inc.
100%

Susan Narvaiz 100%
Tab 38
List of Organizations and Principals
### 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)

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<tr>
<th>Org.</th>
<th>Applicant Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<td>MWH Waxahachie Senior Residential LP</td>
<td>General Partner</td>
<td>PO Box 2217</td>
<td>Austin</td>
<td>TX</td>
<td>78768</td>
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<tr>
<td>2</td>
<td>MWH Waxahachie Senior Residential LD</td>
<td>Member</td>
<td>102 Wonder World Drive, Suite 301</td>
<td>San Marcos</td>
<td>TX</td>
<td>78666</td>
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<td>3</td>
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<td>PO Box 2217</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:stuart@bonnecarrington.com">stuart@bonnecarrington.com</a></td>
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| List of Sub-Entities or Principals: | 1. Stuart Shaw 
2. Stuart Shaw Family Development, LLC 
3. MWH Waxahachie Senior Residential Developer LLC |
| TDHCA Experience: | Yes |
| TDHCA Experience: | Yes |
| TDHCA Experience: | Yes |

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<td>TX</td>
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3. MWH Waxahachie Senior Residential Developer LLC |
| TDHCA Experience: | Yes |
| TDHCA Experience: | Yes |
| TDHCA Experience: | Yes |

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<td>Developer Fee</td>
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<td>Address:</td>
<td>102 Wonder World Drive, Suite 301</td>
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<tr>
<td>City:</td>
<td>San Marcos</td>
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<tr>
<td>State:</td>
<td>TX</td>
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<td>Zip:</td>
<td>78666</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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| List of Sub-Entities or Principals: | 1. Core Strategies Inc. 
2. Stuart Shaw Family Development, LLC 
3. MWH Waxahachie Senior Residential Developer LLC |
| TDHCA Experience: | Yes |
| TDHCA Experience: | Yes |
| TDHCA Experience: | Yes |

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<th>Name(s) of Entities the Organization Owns or Controls:</th>
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<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development?</td>
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<th>List of Sub-Entities or Principals:</th>
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Organization legally formed? ____________ Date formed: ____________ Legal Org is or will be: ____________

Previous TDHCA Experience? ____________ Phone: ____________ Email: ____________

Organization is identified on Org. Chart: ____________ Ability to exercise Control over the Development? ____________

List of Sub-Entities or Principals:

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Tab 39
Previous Participation
**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: | MWH Waxahachie Senior Residential LP |
| Email Address: | stuart@bonnergarrington.com |
| City & State of Home Addr: | PO Box 2217, Austin, TX 78768 |
| Applicant Legal Name: | MWH Waxahachie Senior Residential 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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<th>Property Name</th>
<th>Property City</th>
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<th>Control End (mm/yy)</th>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<th>CEAP</th>
<th>DOE</th>
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<th>WAP</th>
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Person/Role:  
MWH Waxahachie Senior Residential General Partner LLC

Email Address: 
stuart@bonnercarrington.com

City & State of Home Addr:  
PO Box 2217, Austin, TX 78768

Applicant Legal Name:  
MWH Waxahachie Senior Residential 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: MWH Waxahachie Senior Residential Developer LLC
Email Address: stuart@bonncarrington.com
City & State of Home Addr: PO Box 2217, Austin, TX 78768
Applicant Legal Name: MWH Waxahachie Senior Residential 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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<table>
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<tr>
<th>Person/Role:</th>
<th>SSFP MWH Waxahachie Senior Residential LLC</th>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:stuart@bonnercarrington.com">stuart@bonnercarrington.com</a></td>
</tr>
<tr>
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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: Stuart Shaw Family Development LLC
Email Address: stuart@bonnercarrington.com
City & State of Home Addr: PO Box 2217, Austin, TX 78768
Applicant Legal Name: Mariposa Westchester LP

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**Person/Role:** Stuart Shaw, as an individual  
**Email Address:** stuart@bonnercarrington.com  
**City & State of Home Addr:** PO Box 2217, Austin, TX 78768  
**Applicant Legal Name:** MWH Waxahachie Senior Residential LP

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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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<tr>
<td>Other:</td>
<td></td>
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<td>NSP</td>
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</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).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>MWH Waxahachie Senior Residential HUB Partner LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:mayorsusan@mayorsusan.com">mayorsusan@mayorsusan.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Add:</td>
<td>102 Wonder World Drive, Suite 301, San Marcos, TX 78666</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>MWH Waxahachie Senior Residential LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   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>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
<td>HOME:</td>
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<td>HBA</td>
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Person/Role: MWH Waxahachie Senior Residential HUB Developer LLC
Email Address: mayorsusan@mayorsusan.com
City & State of Home Addr: 102 Wonder World Drive, Suite 301, San Marcos, TX 78666
Applicant Legal Name: MWH Waxahachie Senior Residential LP

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<td>16012</td>
<td>Mariposa at Clear Creek</td>
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Person/Role:  
Susan Narvaiz, as an individual

Email Address:  
mayorsusan@mayorsusan.com

City & State of Home Addr:  
102 Wonder World Drive, Suite 301, San Marcos, TX 78666

Applicant Legal Name:  
MWH Waxahachie Senior Residential LP

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<td>NSP</td>
</tr>
</tbody>
</table>
Tab 40
Nonprofit Participation
N/A - Not a Qualified Nonprofit Development
## Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:**

**Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?**

**If no to the question above, what is its current legal status?**

**If “Other” please specify:**

**Date of legal formation of Nonprofit Organization:**

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - **If “Yes”, will this nonprofit organization Control the Applicant?**

   - **What is the ownership percentage of this nonprofit organization?**

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - **If “Yes”, explain:**

---

**Nonprofit Participation**

**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.
Tab 41
Nonprofit Support
N/A - Not a Qualified Nonprofit Development
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- **N/A** IRS determination letter
- **N/A** Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- **N/A** The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- **N/A** Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
Tab 42
Development Team
**Development Team Members**

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSFP MWH Waxahachie Senior Residential</td>
<td>(512) 220-8000</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Stuart Shaw</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:stuart@bonnercarrington.com">stuart@bonnercarrington.com</a></td>
<td>TBD</td>
<td></td>
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</tr>
<tr>
<td>Email</td>
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</tbody>
</table>
| Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
<tr>
<td>See Housing General Contractor</td>
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| Cost Estimator:

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<tr>
<th>Contact Name</th>
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### Architect:

<table>
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<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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</thead>
<tbody>
<tr>
<td>Kelly Grossman Architects LLC</td>
<td>(512) 327-3397</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>John Kelly or J. Mike Grossman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jmike@kellygrossman.com">jmike@kellygrossman.com</a></td>
<td>TBD</td>
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<td>Email</td>
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### Engineer:

<table>
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<tr>
<th>Contact Name</th>
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<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>Pape-Dawson, P.E.</td>
<td>(817) 870-3668</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Ken Davis</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:kendavis@pape-dawson.com">kendavis@pape-dawson.com</a></td>
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<td>Email</td>
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<tr>
<td>Role</td>
<td>Name</td>
<td>Contact Information</td>
<td>Certification</td>
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<tr>
<td>Civil Engineer:</td>
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<tr>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>Market Analyst:</td>
<td>Affordable Housing Analysts</td>
<td>Bob Coe</td>
<td>(281) 387-7552</td>
</tr>
<tr>
<td>Contact Name</td>
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<td>Appraiser:</td>
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<td>Certified Texas HUB?</td>
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<tr>
<td>Attorney:</td>
<td>Coats Rose</td>
<td>Barry Palmer or Bill Walter</td>
<td>(713) 651-0220</td>
</tr>
<tr>
<td>Contact Name</td>
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<tr>
<td>Accountant:</td>
<td>Novogradic</td>
<td>George Littlejohn</td>
<td>(512) 340-0420</td>
</tr>
<tr>
<td>Contact Name</td>
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<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>Property Manager:</td>
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<td>Stuart Shaw</td>
<td>(512) 220-8000</td>
</tr>
<tr>
<td>Contact Name</td>
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<td><strong>Heritage Title Company</strong></td>
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<td>Contact Name</td>
<td>Contact Name</td>
<td>Deedee King</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Phone</td>
<td>(512) 505-5000</td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td>Email</td>
<td><a href="mailto:dkimg@heritage-title.com">dkimg@heritage-title.com</a></td>
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<td>Proposed Fee</td>
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<tr>
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<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESA Provider</td>
<td>Terracon</td>
<td>Courtney Bell</td>
<td>(214) 630-1010</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Courtney.Bell@Terracon.com">Courtney.Bell@Terracon.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PCA Provider</td>
<td>N/A</td>
<td></td>
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<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 43
Architect 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

01/19/2018

Date

John M. Kelly

Printed Name

9383, Texas

License Number and State

Kelly Grossman Architects, LLC

Firm Name (If applicable)
Tab 44
Experience
January 10, 2014

Mr. Stuart Shaw
c/o Casey Bump
901 W. Mopac Expwy, Bldg 4, Suite 180
Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Shaw:

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
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Cameron F. Dorsey
Director of Multifamily Finance
Tab 44
Experience
-2018 Experience Certificate Request Form
# 2018 EXPERIENCE CERTIFICATE REQUEST FORM

## Section 1.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name to Appear in the Certification:</td>
</tr>
<tr>
<td>Return Certificate C/O:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
</tr>
<tr>
<td>Contact Phone:</td>
</tr>
<tr>
<td>Contact Email:</td>
</tr>
</tbody>
</table>

## Section 2.

The applicant above certifies to the following (applicant must **INITIAL** each that applies):

- [x] The individual to be named on the Experience Certificate will be one of the Principals of the Development Owner, General Partner or Developer of a 2018 application for multifamily funding, including Housing Tax Credits.
- [x] The individual to be named on the Experience Certificate was a Principal of the Development Owner, General Partner or Developer of the 150 units submitted for experience or had authority equal to that of a Principal per written agreement (agreement must allot said authority directly to the individual).
- [x] The individual to be named on the Experience Certificate is eligible to be an Applicant.
- [x] The individual to be named on the Experience Certificate has **NOT** at any time within the preceding **three years** been involved with affordable housing in another state in which the Person or Affiliate has been the subject of issued IRS Forms 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence.

## Section 3.

Provide one or more of the following documents verifying the number of units constructed or rehabilitated, that the units were completed and that the individual to be named either **WAS** a Principal or had the authority of a Principal during the construction or rehabilitation of those units. Mark the checkbox to identify the document(s) provided:

- [ ] 2014 through 2017 Experience Certification Letter. **(No earlier certifications are acceptable.)**
- [ ] American Institute of Architects (AIA) Document (A102) or (A103) 2007 Standard Form of Agreement between Owner & Contractor
- [x] AIA Document G704 -- Certificate of Substantial Construction
- [ ] AIA Document G702 -- Application and Certificate for Payment
- [ ] Certificate of Occupancy
- [ ] IRS Form 8609 (only one for development is required)
- [ ] HUD Form 9822
- [ ] Development agreement
- [ ] Partnership agreement; or
- Other documentation satisfactory to the Department verifying that a Principal of the Development Owner, General Partner or Developer has the required experience. If documents are over 30 pages, highlight the relevant information. All documents should serve a purpose. Excess documentation should be avoided.

*Remember to attach supplemental information checked above behind this form in order to establish previous experience.*
Mariposa at Pecan Park
Organizational Chart

Mariposa Pecan Park LP

GP: Mariposa Pecan Park General Partner LLC 0.01%

Co-GP: Mariposa Pecan Park HUB Partner LLC 70%

LRL Interests LLC 100%

Laura Leshikar 100%

Stuart Shaw 100%

GP: Stuart Shaw Family Management, LLC 1%

Stuart Shaw Family Partnership, Ltd. 100%

Co-GP: SSFP Mariposa Pecan Park LLC 30%

Stuart Shaw 99%

LP: Investor 99.99%
Certificate of Substantial Completion

PROJECT:
(Name and address):
Mariposa Pecan Park
3535 Cana da Road
La Porte, Texas 77571

TO OWNER:
(Name and address):
Mariposa Pecan Park LP
901 S. Mopac, Bldg 4, STE 180
Austin, Texas 78746

PROJECT NUMBER: 11/1822

CONTRACT FOR: General Construction

CONTRACT DATE: 04-22-14

TO CONTRACTOR:
(Name and address):
CFC Construction LLC
5739 Timbers Trail Drive
Humble, Texas 77340

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:
Entire Project and Site

The Work performed under this Contract has been reviewed and found, to the Architect’s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Kelly Grossman Architects LLC

ARCHITECT
BY
Date of Commencement
2-24-2016

Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

IFC Construction LLC

CONTRACTOR
BY
2/24/16

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Mariposa Pecan Park LP

OWNER
BY
2/24/16

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner’s and Contractor’s legal and insurance counsel should determine and review insurance requirements and coverage.)
Tab 45
Credit Limit Documents
- Applicant Credit Limit Documentation
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, §2306.671(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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Applicant, Developers, Affiliates, and Guarantors</strong> - List below all entities or persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
</tr>
<tr>
<td><strong>b. Person/entity has at least one other application in the current Application Round.</strong></td>
</tr>
<tr>
<td>1. IMWH Waxahachie Senior Residential LP</td>
</tr>
<tr>
<td>2. MWH Waxahachie Senior Residential General Partner LLC</td>
</tr>
<tr>
<td>3. MWH Waxahachie Senior Residential HUB Partner LLC</td>
</tr>
<tr>
<td>4. Core Strategies Inc.</td>
</tr>
<tr>
<td>5. SSFP MWH Waxahachie Senior Residential LLC</td>
</tr>
<tr>
<td>6. Stuart Shaw Family Partnership, Ltd.</td>
</tr>
<tr>
<td>7. Stuart Shaw Family Management, LLC</td>
</tr>
<tr>
<td>8. SSFP MWH Waxahachie Senior Residential Developer</td>
</tr>
<tr>
<td>9. Stuart Shaw Family Development, LLC</td>
</tr>
<tr>
<td>10. IMWH Waxahachie Senior Residential HUB Developer</td>
</tr>
<tr>
<td>11. Stuart Shaw, as an individual</td>
</tr>
<tr>
<td>12. Susan Narvaiz, as an individual</td>
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<td>13.</td>
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<td>29.</td>
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<tr>
<td>30.</td>
</tr>
</tbody>
</table>

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] 1/26/18 [Date]  Its: Stuart Shaw, Applicant's Representative
Tab 45
Credit Limit Documents
- Credit Limit Certification
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:

Stuart Shaw Family Partnership, Ltd.

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Mariposa Apartment Homes at Waxahachie</td>
<td>3</td>
<td>Waxahachie</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Mariposa Apartment Homes at Westchester</td>
<td>3</td>
<td>Grand Prairie</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Stuart Shaw, Applicant's Representative 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 the information and these statements are true, complete, and accurate:

By: Stuart Shaw Family Partnership, Ltd. 1/26/18
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:

Stuart Shaw Family Management, LLC

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

☒ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that if the Department determines that an Applicant, Developer 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: Stuart Shaw Family Management, LLC 1/26/18

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
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:

Stuart Shaw Family Development, LLC

Which is:  
☐ the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
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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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)  Stuart Shaw Family Development, LLC  1/26/18

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:
Stuart Shaw, as an individual

Which is:
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
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☐ a Guarantor on the Application

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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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: Stuart Shaw, as an individual  1/26/18

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Core Strategies Inc.

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] 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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</thead>
<tbody>
<tr>
<td>Mariposa Apartment Homes at Waxahachie</td>
<td>3</td>
<td>Waxahachie</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
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<td>Mariposa Apartment Homes at Westchester</td>
<td>3</td>
<td>Grand Prairie</td>
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<td>5.00%</td>
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I acknowledge that Stuart Shaw, Applicant's Representative 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)]

Core Strategies Inc.                     Printed Name

1/26/18                                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: Susan Narvaiz, as an individual

Which is: 
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Mariposa Apartment Homes at Waxahachie</td>
<td>3</td>
<td>Waxahachie</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Mariposa Apartment Homes at Westchester</td>
<td>3</td>
<td>Grand Prairie</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Stuart Shaw, Applicant's Representative 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: Susan Narvaiz, as an individual

Printed Name: Susan Narvaiz, as an individual

Date: 1/26/18
Community Input
<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18220</th>
</tr>
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### Community Input Scoring Items

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>
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<tr>
<th>A. Meals on Wheels Johnson and Ellis Counties</th>
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<td>Name of Community Organization: Meals on Wheels Johnson and Ellis Counties</td>
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<tr>
<td>Contact Name: Lisa Deese</td>
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<th>B. The Waxahachie Chamber of Commerce</th>
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<td>Name of Community Organization: The Waxahachie Chamber of Commerce</td>
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<tr>
<td>Contact Name: Sandy King</td>
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<tr>
<td>Contact Name:</td>
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<td>[ ] Support</td>
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Tab 46
Community Input
Resolution for Local Government - Support
RESOLUTION NO. 1232

A RESOLUTION OF THE CITY COUNCIL OF WAXAHACHIE, TEXAS REGARDING SUPPORT FOR MARIPOSA APARTMENT HOMES AT WAXAHACHIE (TDHCA #18220)

WHEREAS, Waxahachie Senior Residential LP (the "Applicant") has proposed a development for an apartment home community located at approximately the northwest quadrant of Post Oak Drive and US 287, Waxahachie, Ellis County, Texas; to be named Mariposa Apartment Homes at Waxahachie (the "Development");

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") in the 2018 competitive 9% application round for Housing Tax Credits and TDHCA HOME Funds for the Development;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City of Waxahachie, acting through its governing body, hereby confirms that it supports the aforementioned proposed Development, and the related application to the TDHCA (#18220);

FURTHER RESOLVED, that the City intends to issue a commitment and letter confirming that the City will provide a loan, grant, reduced fees, or contribution of other value for the benefit of the Development so that the Applicant may receive one (1) point for a contribution from the City in an amount up to $500.00; and

FURTHER RESOLVED, that the City of Waxahachie hereby supports the proposed Development, and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4); and

FURTHER RESOLVED that for and on behalf of the City of Waxahachie, Mayor Kevin Strength, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Waxahachie on January 16, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, as follows:

Section 1. The facts and opinions in the preamble of this resolution are true and correct.

Section 2. The City of Waxahachie, Ellis County, has voted specifically to support the Development and to authorize, if awarded by the Texas Department of Housing and Community Affairs, an allocation of Housing Tax Credits and authorized Applicant to apply on behalf of the City for HOME funds for the Development.

Section 3. This Resolution, related to potential financing, is not a statement of approval for site or building permits, zoning, or PUD; as such decision shall be made in due course with a future request.

Section 4. All resolutions and agreements or portions of resolutions and agreements in conflict herewith are hereby released to the extent of the conflict only.

PASSED AND APPROVED by the City Council of the City of Waxahachie, Texas on January 16, 2018.

[Signature]
MAYOR

[Signature]
ASSISTANT CITY SECRETARY
Tab 46
Community Input
Community Support from State Representative
January 23, 2018

Marni Holloway
Director, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Support for Mariposa Apartment Homes at Waxahachie, TDHCA #18220

Director Holloway:

I’m writing to express my support for the proposed development referenced in the subject line and the developer’s related application to the Texas Department of Housing and Community Affairs.

The Waxahachie City Council passed a resolution in support of the proposed development. With the need for senior living in the area, the support of the Waxahachie City Council, the city’s commitment to support the development and the city’s good working relationship with the developer, Bonner Carrington, I continue to support the Mariposa Apartment Homes in Waxahachie.

If you have any questions, comments, or concerns, please do not hesitate to contact my office.

Very truly yours,

John Wray
State Representative

JCW/
Community Input
Input from Community Organizations
January 26, 2018

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Support for proposed Mariposa Apartment Homes at Waxahachie (TDHCA #18220); located approximately at the northwest quadrant of Post Oak Drive. and US 287, Waxahachie, Ellis County, TX 75165

Dear Ms. Holloway,

I am pleased to submit this letter of support for the aforementioned apartment home community, Mariposa Apartment Homes at Waxahachie (the “Development Site”).

Meals on Wheels of Johnson & Ellis Counties is a community civic organization; qualified as tax-exempt; and has a primary purpose of the overall betterment, development, and improvement of the community as a whole. Please see the enclosures as evidence of our tax-exempt status, and our existence and participation in the community in which the Development Site is located.

Mariposa Apartment Homes at Waxahachie is within our service area and we look forward to working with them. If you have any questions, please feel free to contact me.

Sincerely,

Lisa Deese, Director of Community Relations  
Meals on Wheels of Johnson & Ellis Counties

Enclosed:
1. Proof of tax-exempt status
2. Proof of existence and participation in the community
In reply refer to: 0437845969
Aug. 05, 2008 LTR 4168C E0
75-1555153 000000 00000
00028481
BODC: TE

JOHNSON COUNTY COMMITTEE ON AGING
INC
106 E KILPATRICK ST
CLEBURNE TX 76031-1805063

Employer Identification Number: 75-1555153
Person to Contact: T. Buckingham
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 25, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in January 1978, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Maureen Green
Operations Mgr., Exam SC Support
Dear Sir or Madam:

This is in response to your request of March 1, 2004, regarding your organization's tax-exempt status.

In January 1978 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.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only 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.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its 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.
Johnson County Committee on Aging, Inc.
75-1555153

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.

For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1989-17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

[Signature]

Janna K. Sultana, Acting Director, TE/GE
Customer Account Services
TOGETHER, WE CAN DELIVER.

The number of seniors in our country will grow exponentially over the coming years. Meals on Wheels is a proven public-private partnership that effectively addresses the challenges of aging by promoting health and improving quality of life for our nation’s most vulnerable seniors. By leveraging the existing Meals on Wheels network, we have the opportunity to not only keep seniors at home, but also save billions in tax dollars by keeping them out of more costly healthcare settings.

TOO MANY SENIORS IN JOHNSON & ELLIS COUNTIES ARE LEFT BEHIND, ALONE AND HUNGRY, STRUGGLING TO STAY INDEPENDENT AND HEALTHY.

9,737 are isolated, living alone
51,140 are threatened by hunger
23,200 are living in or near poverty

Nationally, 1 IN 6 seniors struggles with hunger

MEALS ON WHEELS DELIVERS THE SUPPORT THAT KEEPS SENIORS IN THEIR OWN HOMES, WHERE THEY WANT TO BE.

MOWJEC’s clients say it improves their overall health
99%

MOWJEC’s clients say it enables them to remain living at home
96%

MOWJEC’s clients say it helps them eat healthier
98%

SENIORS REMAINING AT HOME, OUT OF HOSPITALS AND NURSING HOMES, SAVES BILLIONS IN MEDICARE AND MEDICAID COSTS.

Meals on Wheels’ clients report fewer falls, which cost our nation $31 BILLION each year.

We can provide a senior Meals on Wheels for 1 YEAR for roughly the same cost as 1 DAY in a hospital.

Investing in Meals on Wheels is a WIN-WIN for our seniors, our communities and our nation.
MOWJEC PROGRAM PROFILE

TOTAL INDIVIDUALS SERVED IN 2017
Home-Delivered 1,286
Senior Centers 1,059
227

TOTAL MEALS SERVED IN 2017
Home-Delivered 225,680
Senior Centers 212,931
12,749

2017 ANIMEALS’ STATS
Pets served 400+
Pounds of pet food delivered 18,129

COMMUNITIES SERVED

JOHNSON COUNTY
Alvarado
Briaroaks
Burleson
Cleburne
Egan
Godley
Grandview
Joshua
Keene
Lillian
Rio Vista
Venus

ELLIS COUNTY
Avalon
Bardwell
Ennis
Ferris
Glenn Heights
Italy
Maypearl
Midlothian
Milford
Ovilla
Palmer
Red Oak
Rockett
Sardis
Waxahachie

CLIENT IMPACT STORY

Thank you for helping us serve Annie! We began delivering meals to her when she was 87. That was 14 years ago! Your support has helped Annie stay at home where she is happiest.

You’ve provided independence and nourishment, and those gifts are priceless.

Thank you for being Annie’s lifeline!

Meals on Wheels of Johnson & Ellis Counties serves the children of yesterday by helping needy homebound elderly and disabled persons remain independent and healthy in their homes by providing home-delivered meals, daily personal contact and support for individuals and their families.

Find us online at www.mowjec.org
January 26, 2018

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Support for proposed Mariposa Apartment Homes at Waxahachie (TDHCA #18220); located approximately at the northwest quadrant of Post Oak Drive and US 287, Waxahachie, Ellis County, Texas 75165

Dear Ms. Holloway,

I am pleased to submit this letter of support for the aforementioned apartment home community, Mariposa Apartment Homes at Waxahachie (the “Development Site”).

The Waxahachie Chamber of Commerce is a community civic organization; qualified as tax-exempt; and has a primary purpose of the overall betterment, development, and improvement of the community as a whole. Please see the enclosures as evidence of our tax-exempt status, and our existence and participation in the community in which the Development Site is located.

Mariposa Apartment Homes at Waxahachie is within our service area and we look forward to working with them. If you have any questions, please feel free to contact me.

Sincerely,

Sandy King, I.O.M. | President/CEO  
Direct: 972.937.2390 | Cell: 214.949.2844

Enclosed:  
1. Proof of tax-exempt status  
2. Proof of existence and participation in the community
Gentlemen:

Our records show that WAXAHACHIE CHAMBER OF COMMERCE is exempt from Federal Income Tax under section 501(c)(6) of the Internal Revenue Code. This exemption was granted MARCH 1959 and remains in full force and effect.

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Theresa NELms
EDMF Tax Examiner
Welcome to the Waxahachie Chamber of Commerce

Nearly 700 members strong and recently named the 4th Fastest Growing Chamber in North Texas by the Dallas Business Journal, the Waxahachie Chamber champions our members and enhances the viability of our community by providing leadership, education and support.

Come join in our efforts and help make Waxahachie the best place to live, work, grow and worship!
Tab 47
Third Party
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: Terracon
   - Date of Report:
   - [ ] 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.

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.
   - 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 Housing Analysts
   - Date of Report: 1/22/18

4. **Property Condition Assessment (PCA)**
   - Prepared by: N/A
   - Date of Report:

5. **Appraisal**
   - Prepared by: N/A
   - Date of Report:

6. **Site Design and Development Feasibility Report**
   - Prepared by: 
   - Date of Report: 1/25/18 Pape Dawson
Tab 47
Third Party
- Phase I Environmental Site Assessment (ESA)
Provided under separate cover
Phase I Environmental Site Assessment

Mariposa at Waxahachie

NWQ of Post Oak Drive and US 287 Frontage Road

Waxahachie, Ellis County, Texas

January 25, 2018

Terracon Project No. 94187033

Prepared for:

Mariposa Apartment Homes at Waxahachie

c/o Bonner Carrington LLC

Austin, Texas

Prepared by:

Terracon Consultants, Inc.

Dallas, Texas
MWH Waxahachie Senior Residential LP

REQUIRED THIRD PARTY REPORTS
Environmental Site Assessment (ESA)

The Development Owner will comply with any and all recommendations made by the ESA preparer prior to closing.

Stuart Shaw, Applicant’s Representative
Tab 47
Third Party
- Primary Market Area Map (PMA Map)
Geographies Selected:

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Tab 47
Third Party
- Site Design and Feasibility Report
Provided under separate cover
Tab 49
Scoring Notice
Tab 50
Third-Party Requests for Administrative Deficiency
Tab 51
REA Division and RFI Documents
Tab 52
Board Action
Tab 53
Public Comment
Tab 54
Commitment or Determination Notice
Tab 55
MFDL Award Letter
Tab 56
Carryover Documents