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

Development Name: Star of Texas Seniors

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.

Star of Texas Seniors, Ltd.

Applicant Entity Name

By:

Signature of Authorized Representative
Elaina D. Glockzin

Printed Name:
Elaina D. Glockzin

Title:
President

Date
February 8, 2018

Sworn to and subscribed before me on the ______ day of February, 2018, by Elaina D. Glockzin ___________________________.

(Personalized Seal)

Notary Public Signature
Texas

Notary Public, State of
Brazos

County of
8/3/2020

My Commission Expires:

Date

2/27/2018 10:22 AM
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: Star of Texas Seniors

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.

Star of Texas Seniors, Ltd.

Applicant Entity Name

By: __________________________

Signature of Authorized Representative
Elaina D. Glockzin

Printed Name
President

Title
President

Date
2-23-2018

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

by Elaina D. Glockzin
(Personalized Seal)

Notary Public Signature

Texas

Notary Public, State of
Brazos

County of:
8-28-19

My Commission Expires:
2-23-18

Date
Required for Tax Exempt Bond Developments only

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

Development Name: NOT APPLICABLE

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

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

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

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

[http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

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

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

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website

[http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Development Owner Certification, Acknowledgement and Consent

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

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

Elaina D. Glockzin

Printed Name

President

Title

Date

THE STATE OF Texas §

COUNTY OF Brazos §

Before me, a notary public, on this day personally appeared Elaina D. Glockzin, 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 23 day of February, 2018

(Seal)

DOROTHY L. LASTOR
Notary Public, State of Texas
- My Commission Expires August 28, 2019

Notary Public Signature
2018 Development Owner Certification, Acknowledgement and Consent

By: [Signature]

Claire E. Brown

Printed Name

President

Title

2-26-18

Date

THE STATE OF Texas §

COUNTY OF Brazos §

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

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

RHONDA HAVEL
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 3582394

(Seal)

Rhonda Havel
Notary Public Signature
2018 Development Owner Certification, Acknowledgement and Consent

By:

[Signature]

Bryan P. Brown

Printed Name

Secretary

Title

2-26-18

Date

THE STATE OF  Texas  §

COUNTY OF  Brazos  §

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

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

[Notary Public Seal]

Rhonda Havel
Notary Public, State of Texas
Comm. Expires 08-03-2020
Notary ID 3592384

[Signature]

Rhonda Havel
Notary Public Signature
The Applicant Eligibility Certification(s) is included behind this tab.

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

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 of Authorized Representative

Elaina D. Glockzin

Printed Name

President

Title

2-23-2018

Date

THE STATE OF Texas

COUNTY OF Brazos

Before me, a notary public, on this day personally appeared Elaina D. Glockzin, 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 23 day of February, 2018

(Seal)

DOROTHY L. LASTOR
Notary Public. State of Texas
My Commission Expires
August 28, 2019

Notary Public Signature
By: Claire E. Brown

Signature of Authorized Representative

Claire E. Brown

Printed Name

President

Title

2-26-18

Date

THE STATE OF Texas

$§$

COUNTY OF Brazos

$§$

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

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

[Notary Seal]

Rhonda Havel

Notary Public Signature
2018 Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Bryan P. Brown

Printed Name

Secretary

Title

2-26-18

Date

THE STATE OF Texas §

COUNTY OF Brazos §

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

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

Rhonda Havel
Notary Public Signature
2018 Applicant Eligibility Certification

By: 
Signature of Authorized Representative

Emanuel H. Glockzin, Jr.
Printed Name

Guarantor

Title

2-26-18
Date

THE STATE OF Texas §

COUNTY OF Brazos §

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

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

Rhonda Havel
Notary Public Signature
**The form should be executed, notarized, and included in the full application document.**

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

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

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>979-846-8878</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emanuel H. Glockzin, Jr.</td>
<td>979-218-8836</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>4500 Carter Creek Parkway, Suite 101</td>
</tr>
<tr>
<td>Street</td>
<td>Bryan</td>
</tr>
<tr>
<td>City</td>
<td>TX</td>
</tr>
<tr>
<td>State</td>
<td>77802</td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>979-846-8878</th>
</tr>
</thead>
<tbody>
<tr>
<td>Betsy Brown</td>
<td>979-218-4546</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:bbrown@edgproperties.net">bbrown@edgproperties.net</a></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>
### Competitive Housing Tax Credit Selection Self-Score

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

#### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total** 17

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

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

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

#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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**Community Support and Engagement Total** 11

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

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

**Efficient Use of Limited Resources and Applicant Accountability Total** 41

#### Point Deductions

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

**Total Application Self Score** 118
Site Information Form Part I

1. Development Address (All Programs)

Lone Star Parkway
Address: 6
City: Montgomery
Region: 77356
City: Montgomery
County: Rural

2. Census Tract Information (All Programs)

Census Tract Number (11 digits): 48339694600
No Median Household Income: 61450.00
Quartile: 2q
Poverty Rate: 10.2

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

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

☐ 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))

☒ 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))

☒ Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

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

Development Site is appropriately zoned? Yes Zoning Designation: Industrial

Flood Zone Designation: ☒ Entire Development Site is outside the 100 year floodplain. Yes


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></td>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Montgomery Elementary</td>
<td>EE through</td>
<td>Yes</td>
</tr>
<tr>
<td>Montgomery Intermediate</td>
<td>5 through</td>
<td>Yes</td>
</tr>
<tr>
<td>Montgomery Middle</td>
<td>6 through</td>
<td>Yes</td>
</tr>
<tr>
<td>Montgomery Jr. High</td>
<td>7 through</td>
<td>Yes</td>
</tr>
<tr>
<td>Montgomery High School</td>
<td>9 through</td>
<td>Yes</td>
</tr>
</tbody>
</table>

School district has no attendance zones and the closest schools are listed.

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

Access ROW/easement is in flood plain. Site is not. - bps
### Supporting Documentation for the Site Information Form Part I

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

- Street Map
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 8 – Supporting Documentation for the Site Information Form

- Census Map
Star of Texas Seniors
Census Tract 48339694600
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 8 – Supporting Documentation for the Site Information Form

- Resolutions – Resolution from the City of Montgomery is included for the Twice the State Average of Units Per Capita.
CITY OF MONTGOMERY, TEXAS
RESOLUTION NO. 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY,
TEXAS REGARDING STAR OF TEXAS SENIORS LTD AT LONE STAR PARKWAY
FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Star of Texas Seniors Ltd. has proposed a development for a Senior Housing
Development located on Lone Star Parkway, named Star of Texas Seniors, in the city of
Montgomery, Montgomery County, Texas;

WHEREAS, Star of Texas Seniors Ltd. has advised that it intends to submit an
application to the Texas Department of Housing and Community Affairs (TDHCA) for
2018 Competitive 9% Housing Tax Credits for Star of Texas Seniors;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities
to administer programs to establish and provide for the making of loans and grants of
public funds for the purpose of promoting state and local economic development and to
stimulate business and commercial activity in the municipality;

It is hereby RESOLVED, that the City of Montgomery, acting through its governing
body, hereby confirms that it supports the proposed development of Star of Texas
Seniors, located on Lone Star Parkway, in the City of Montgomery, Montgomery County,
Texas and its application to the TDHCA pursuant to Texas Government Code,
§2306.6703(a)(4).

FURTHER RESOLVED, that the City of Montgomery, acting through its Governing Body
for the purposes of Local Political Subdivision Funding, will grant a reduction of $2,000
towards water/sewer tap fees.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Mayor Kirk Jones
is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.
This formal action has been taken to put on record the opinion expressed by the City of
Montgomery on 23rd day of January, 2018.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on
the 23rd day of January, 2018.

[Signature]
Kirk Jones, Mayor

ATTEST:
[Signature]
Susan Henley, City Secretary

APPROVED AS TO FORM AND LEGALITY:
[Signature]
Larry Foester, City Attorney

[Stamp]
### County Data

<table>
<thead>
<tr>
<th>County name</th>
<th>County population</th>
<th>All County Units</th>
<th>All Units Per Capita City</th>
<th>Cnty Units Per Cap/ TX Units Per Cap</th>
<th>Cnty &gt; 2x Per Capita</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montgomery</td>
<td>502586</td>
<td>4093</td>
<td>0.00814388</td>
<td>0.880875808</td>
<td>No</td>
</tr>
</tbody>
</table>
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 8 – Supporting Documentation for the Site Information Form

- Evidence of Zoning
February 13, 2019

To: Wade Bienski
   Achlnc@hotmail.com

City staff has reviewed the suitability of the proposed location for multi-family use. The subject tract is in the city of Montgomery corporate limits and is zoned "Industrial". The city's zoning ordinance allows for less restrictive uses within more restrictive zones, commonly called cumulative zoning. Therefore, it is my opinion that the proposed use is allowed on the property is currently zoned.

Please refer to our zoning and subdivision ordinance for applicable building setbacks and other regulations regarding the design of the project. If you have a further questions or comments, please contact me.

Sincerely,

Jack Yates
City Administrator
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 8 – Supporting Documentation for the Site Information Form

- Flood Zone Designation
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 8 – Supporting Documentation for the Site Information Form

- Education Quality
  - School Attendance Zone Map with Development labeled
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 8 – Supporting Documentation for the Site Information Form

- Education Quality
  - 2017 TEA Accountability Information for each school
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1
Student Achievement (Target Score=68)
- 87

Index 2
Student Progress (Target Score=32)
- 39

Index 3
Closing Performance Gaps (Target Score=28)
- 49

Index 4
Postsecondary Readiness (Target Score=12)
- 54

Distinction Designation

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NOT ELIGIBLE

Academic Achievement in Social Studies
NOT ELIGIBLE

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
DISTINCTION EARNED

Campus Demographics

Campus Type
Elementary

Campus Size
737 Students

Grade Span
EE - 04

Percent Economically Disadvantaged
39.8

Percent English Language Learners
6.8

Mobility Rate
15.3

Percent Served by Special Education
6.8

Percent Enrolled in an Early College

High School Program
0.0

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>613</td>
<td>706</td>
<td>87</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>389</td>
<td>1,000</td>
<td>39</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>584</td>
<td>1,200</td>
<td>49</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 54.3</td>
<td>Graduation Rate Score N/A</td>
<td>Graduation Plan Score N/A</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

Performance Rates
12 out of 12 = 100%

Participation Rates
12 out of 12 = 100%

Graduation Rates
N/A

Total
24 out of 24 = 100%

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

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

Met Standard

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

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,666</td>
<td>1,852</td>
<td>90</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>615</td>
<td>1,400</td>
<td>44</td>
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<tr>
<td>3 - Closing Performance Gaps</td>
<td>602</td>
<td>1,200</td>
<td>50</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>55.7</td>
<td>N/A</td>
<td>56</td>
</tr>
</tbody>
</table>

Performance Index Summary

Distinction Designation

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

Campus Demographics

- Campus Type: Elementary
- Campus Size: 668 Students
- Grade Span: 05-05
- Percent Economically Disadvantaged: 22.9
- Percent English Language Learners: 2.2
- Mobility Rate: 8.4
- Percent Served by Special Education: 8.8
- 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: 14 out of 15 = 93%</td>
</tr>
<tr>
<td>Participation Rates: 10 out of 10 = 100%</td>
</tr>
<tr>
<td>Graduation Rates: N/A</td>
</tr>
<tr>
<td>Total: 24 out of 25 = 96%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html.
Texas Education Agency
2017 Accountability Summary
Montgomery Middle (170903051) - Montgomery 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>1,177</td>
<td>1,324</td>
<td>89</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>333</td>
<td>1,000</td>
<td>33</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>386</td>
<td>800</td>
<td>48</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>42.7</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: NOT ELIGIBLE
- Academic Achievement in Social Studies: NOT ELIGIBLE
- Top 25 Percent Student Progress: NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps: NO DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

Campus Demographics

<table>
<thead>
<tr>
<th>Campus Type</th>
<th>Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Size</td>
<td>69E Students</td>
</tr>
<tr>
<td>Grade Span</td>
<td>06 - 06</td>
</tr>
<tr>
<td>Percent Economically Disadvantaged</td>
<td>21.5</td>
</tr>
<tr>
<td>Percent English Language Learners</td>
<td>0.6</td>
</tr>
<tr>
<td>Mobility Rate</td>
<td>8.6</td>
</tr>
<tr>
<td>Percent Served by Special Education</td>
<td>6.3</td>
</tr>
<tr>
<td>Percent Enrolled in an Early College High School Program</td>
<td>0.0</td>
</tr>
</tbody>
</table>

System Safeguards

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

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

TEA | Academics | Performance Reporting
Page 1

August 15, 2017
TExAS Education Agency
2017 Accountability Summary
MONTGOMERY J H (170903042) - MONTGOMERY ISD

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1
Student Achievement
(Target Score=60)

Index 2
Student Progress
(Target Score=30)

Index 3
Closing Performance Gaps
(Target Score=26)

Index 4
Postsecondary Readiness
(Target Score=13)

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>3,672</td>
<td>4,410</td>
<td>83</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>741</td>
<td>1,600</td>
<td>46</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,047</td>
<td>2,600</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>53.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td>53</td>
</tr>
</tbody>
</table>

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

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

System Safeguards
Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th></th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>20 out of 30 = 67%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>34 out of 44 = 77%</td>
</tr>
</tbody>
</table>

Campus Demographics

Campus Type: Middle School
Campus Size: 1,352 Students
Grade Span: 07 - 08
Percent Economically Disadvantaged: 25.5
Percent English Language Learners: 1.1
Mobility Rate: 9.0
Percent Served by Special Education: 7.9
Percent Enrolled in an Early College High School Program: 0.0
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>3,464</td>
<td>3,029</td>
<td>87</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>1,200</td>
<td>368</td>
<td>31</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,800</td>
<td>886</td>
<td>49</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>18.1</td>
<td>STAAR Score</td>
<td></td>
</tr>
<tr>
<td></td>
<td>23.5</td>
<td>Graduation Rate Score</td>
<td></td>
</tr>
<tr>
<td></td>
<td>20.2</td>
<td>Graduation Plan Score</td>
<td></td>
</tr>
<tr>
<td></td>
<td>24.7</td>
<td>Postsecondary Component Score</td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 17 out of 22 = 77%
- Participation Rates: 11 out of 12 = 92%
- Graduation Rates: 5 out of 5 = 100%

Total: 33 out of 39 = 85%

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

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Page 1

August 15, 2017
$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.

OR

- 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.

Contiguous Census Tract # | Contiguous Tract Quartile

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 (4 miles)
- pharmacy (4 miles)
- health-related facility (4 miles)
- licensed center serving children (4 miles)
- public library (4 miles)
- public park w/playground (4 miles)

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.

- census tract with ≥27% associate degrees adults aged ≥25
- indoor recreation facility available to public (3 miles)
- outdoor recreation facility available to public (3 miles)
- community, civic or service organization (3 miles)
- delivered meals service
- census tract with crime rate of ≤26 per 1k persons

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

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

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

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

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

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

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

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

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

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

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

Region: 6 Rural

- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan's purposes on its established timetable is provided.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

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

- A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
- No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

OR
Application is seeking points for Concerted Revitalization. Total Points Claimed: 0

§11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)
X Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).

Application is seeking points for Declared Disaster Area. Total Points Claimed: 10

§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)
X Application meets all of the following requirements:

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

X Application includes evidence that the Applicant will close all financing on or before October 31, 2018.

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

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

X 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

<table>
<thead>
<tr>
<th>Document Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Opportunity Index (Competitive HTC and Direct Loan Only)</strong></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></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></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>
</tr>
<tr>
<td></td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups <a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp</a></td>
</tr>
<tr>
<td></td>
<td>Print-out from THECB website confirming accreditation of university or community college <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td></td>
<td>Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate <a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a></td>
</tr>
<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, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</td>
</tr>
<tr>
<td><strong>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</strong></td>
<td>Evidence from Attorney General of Colonia boundaries; and <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>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td></td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
</tr>
<tr>
<td><strong>For其他 items:</strong></td>
<td>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 <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><strong>Proximity to Urban Core (Competitive HTC Only)</strong></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)(l)-(v) are met.
- Map of target area(s) with location of Development Site clearly identified.
- Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- Resolution identifying Development as contributing more than any other to revitalization effort.
- Letter from appropriate local official providing documentation of measurable improvements.
- Evidence of committed funding.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

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

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

### Readiness to Proceed
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
  - Application includes evidence that appropriate zoning will be in place at award.
  - Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the "Other" selections to describe the evidence presented.
  - Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:
    - Loan or equity commitments with evidence of completed due diligence (Behind Tab 10 - Letter from the lender Prosperity Bank and syndicator Boston Capital)
    - Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider (Behind Tab 10 - Letter from the lender Prosperity Bank).
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Evidence from lender that the lenders’ third party reports have been ordered</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Signed architect contract</td>
<td>X</td>
<td>Behind Tab 10 - Signed architect contract</td>
</tr>
<tr>
<td>Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record</td>
<td>X</td>
<td>Behind Tab 10 - Letter from architect of project schedule</td>
</tr>
<tr>
<td>Permit-ready architectural plans</td>
<td>X</td>
<td>Architectural plans were completed on 2/13/2018 and will be submitted to the City of Montgomery.</td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Description from architect of record of current stage of architectural plans</td>
<td>X</td>
<td>Architectural plans are complete as of 2/13/2018</td>
</tr>
<tr>
<td>Evidence that site development permit application has been submitted and received by the appropriate permitting authority</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
<td>X</td>
<td>Behind Tab 10 - acquisition timeline</td>
</tr>
<tr>
<td>Description of timing for construction permits</td>
<td>X</td>
<td>Contractor will obtain construction permits by 11/1/2018</td>
</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
<td>X</td>
<td>Behind Tab 10 - Signed Contractor agreement</td>
</tr>
<tr>
<td>Description of timing for execution of construction contracts</td>
<td>X</td>
<td>Signed contract as of 2/28/2018</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.</td>
<td>X</td>
<td>Behind Tab 10 - Project schedule signed by architect</td>
</tr>
<tr>
<td>Project execution plan</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Other (describe):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 10 – Supporting Documentation for the Site Information Form Part II

- Opportunity Index – Rural
  - Census tract poverty rate that is less than 20% and income quartile in the two highest quartiles.
Opportunity Index Data (§11.9(c)(4) of the 2018 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 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>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>County FIPS</th>
<th>Poverty Rate</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
<th>Median Income - Household</th>
<th>Q3 Income &gt;</th>
<th>Q2 Income &gt;</th>
<th>Q1 Income &gt;</th>
<th>Median Household Income Quartile</th>
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</thead>
<tbody>
<tr>
<td>6</td>
<td>48339694600</td>
<td>Montgomery</td>
<td>48339</td>
<td>10.2</td>
<td>15.7</td>
<td>OK</td>
<td>61450</td>
<td>37756.5</td>
<td>52924</td>
<td>76123.5</td>
<td>2q</td>
</tr>
</tbody>
</table>

Note: Median Household Incomes that are designated as 250,000+ are recoded as 250,000

*According to the current draft QAP, any poverty rate that is greater than the median for the region or 20% does not qualified for OI points under (4)(A)
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 10 – Supporting Documentation for the Site Information Form Part II

- Site Map showing 3 mile radius
  - Indoor Recreation Facility Available to Public
    - Anytime Fitness
  - Outdoor Recreation Facility Available to Public
    - Montgomery County Park
    - Cedar Brake Park
  - Community, Civic or Service Organization
    - Montgomery United Methodist Church
    - AA & AL-Anon, Adopt-A-School, Angel Tree, Backpack Program, Blood Drive, Children’s Clothes Closet, Cooking Ministry, Family Promise, Food Pantry, Grief Share, Stephen Ministry, UMARMY

20873 Eva St Ste A
Montgomery, TX 77356 (https://maps.google.com/maps?daddr=20873%20Eva%20St+Ste%20A+Montgomery+Texas+77356&hl=)
(936) 443-6000 (toll free 1-800-ANYTIME)
Open 24/7 to Members
Stuffed Hours

7 DAY FREE TRIAL (HTTPS://WWW.ANYTIMEFITNESS.COM/TRY-US-FREE/?CLUB=39644)

MEMBERSHIP INQUIRY (HTTPS://WWW.ANYTIMEFITNESS.COM/MEMBERSHIP-INQUIRY/?CLUB=39644)

CONTACT US -

View Gym Why Anytime Fitness Get Directions
GET TO A HEALTHIER PLACE®

Get to a healthier place at Anytime Fitness! Our friendly, professional staff is trained to help you along your fitness journey, no matter how much support you need. Membership includes a free, no-pressure fitness consultation, global access to more than 3,000 gyms, and always open 24/7 convenience. All in a welcoming club and supportive member community. Let's get started!
Visit during staffed hours or call for an appointment today!

Local Offers & Announcements

Want a FREE MONTH?
for every friend you refer you get a free month.

Free fitness classes
All members get access to over 70 exercise classes including
- Zumba
- Spinning
- Body Pump
- Boot Camps and more!

Coaching & Training Services

Whether you're new to working out or a fitness pro, we are here to provide a variety of training options, guidance, and support to help you stay on track and reach your goals. See a staff member for schedule and pricing details.
FITNESS CONSULTATION
Through a short survey, conversation and a movement assessment, our team will prescribe the perfect program to get you started and on track to meet your fitness goals.
LEARN MORE
(HTTPS://WWW.ANYTIMEFITNESS.COM/TRAINING/FITNESS-CONSULTATION?CLUB=3264)

GROUP TRAINING
Full-body workouts designed to build strength and endurance, using the energy of the group and the expertise of the certified personal trainer to maximize your results.
LEARN MORE
(HTTPS://WWW.ANYTIMEFITNESS.COM/TRAINING/GROUP-TRAINING?CLUB=3264)

PERSONAL TRAINING
Personalized workouts with a certified personal trainer designed to make you stronger from the inside out.
LEARN MORE
(HTTPS://WWW.ANYTIMEFITNESS.COM/TRAINING/PERSO
AL-TRAINING?CLUB=3264)

Gym Amenities
24-HOUR ACCESS 24-HOUR SECURITY CONVENIENT PARKING WORLDWIDE CLUB ACCESS
PRIVATE RESTROOMS PRIVATE SHOWERS TANNING HDTV'S
WELLNESS PROGRAMS HEALTH PLAN DISCOUNTS FREE CLASSES VITAMINS/SUPPLEMENTS

Cardio
TREADMILLS ELLIPTICAL CROSS-TRAINERS STAIR CLIMBERS SPIN BIKES
CARDIO TV'S EXERCISE CYCLES ROWING MACHINES ANT

Strength/Free Weights
FREE WEIGHTS SQUAT RACKS PLATE LOADED CIRCUIT/SELECTORIZED
DUMBBELLS BARBELLS

Functional Training
BATTLE ROPES KETTLEBELLS TRX BOSU
DUMBBELLS JUMP ROPES MEDICINE BALLS MULTI-FUNCTIONAL RACK
PLYOMETRIC BOXES RESISTANCE BANDS
<table>
<thead>
<tr>
<th>Training and Coaching Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL TRAINING</td>
</tr>
<tr>
<td>SPECIALIZED CLASSES</td>
</tr>
<tr>
<td>SMALL GROUP TRAINING</td>
</tr>
<tr>
<td>VIRTUAL STUDIO CLASSES</td>
</tr>
<tr>
<td>FITNESS ASSESSMENT</td>
</tr>
<tr>
<td>VIRTUAL COACHING</td>
</tr>
</tbody>
</table>

**Memberships starting at $32.95 per month**

Rates subject to change according to location of the club and current promotions/offers.

Whether you're new to working out or a fitness regular, we've got the right staff, state-of-the-art equipment and services to meet your needs. Stop in today and we'll build a customized membership that is right for you.

7 DAY FREE TRIAL ([https://www.anytimefitness.com/try-us-free/club=3964](https://www.anytimefitness.com/try-us-free/club=3964))


CONTACT US -

---

**See What's Happening**
Outreach Ministries

Montgomery United Methodist Church continues to grow in membership and in our own personal knowledge of Jesus Christ. We are constantly expanding our ministries and mission outreach to our community. Our church has a wonderful history of Christian service to the community and we are most grateful for those who have gone before us as we are building on their sweat and toil. We will continue to lift the banner of Jesus Christ high and set an example for our community around us.

Outreach Missions and Ministry Chairs:

AA and Al-anon - Robert Fisher
Adopt-a-School - Caroline LaVois - hospitality, Linda Reed - mentors
Angel Tree - Sarah Edman
Bereavement - Pam Cater
Bicycle Ministry - David Bantell
Blood Drive - Michelle Ray
The Carpenter's Helper's - Ron Gilbert
Children's Clothes Closet - Brenda Smith
Cocking Ministry - Steve Freeman
Family Promise - Dave Martin, Nellis Dye
Food Pantry - Howard & Sally Tinsman
Grief Share - Debbie Barrett
Historian - Jan Ricketts
Hospital Ministry - Bill & Rhonda Webb
Kairos Prison Ministry - Tom Sayre
Literacy Outreach and ESL - Lynne Tolles
Methodist Men - Gene Hastings
Mexico Children's Ministry - Mike Lendes
Morning Glories - Susie Turner
Movers and Shakers - Gene Hastings
National Day of Prayer - Charisie Rogge
Prayer Ministry - Tedi Arnet
Stephan Ministry - Beverly Bauer
Women's Ministry - Beth Church
2nd Annual
Angels on the Run
5K/10K &
One Mile Family Fun Run

December 9th, at Carl Barton Jr. Park
9 am race start, stroller and pet-friendly!

Click here to register for the fun run.
This is an event of Angel Reach.

MONTGOMERY
UNITED METHODIST CHURCH
22548 Hwy 105 W Montgomery, TX 77356
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 10 – Supporting Documentation for the Site Information Form Part II

- Site Map showing 4 mile radius
  - Full Service Grocery Store
    - Walmart Supercenter
    - Brookshire Brothers
  - Pharmacy
    - Walmart Supercenter
    - Walgreen’s
  - Health-Related Facility
    - Houston Methodist Primary Care Group
  - Licensed Center Serving Children
    - Little Angels Early Learning
    - Montgomery Little Bears
  - Public Library
    - Charles B. Stewart West Branch Library
  - Public Park w/Playground
    - Cedar Brake Park
Not a health related facility as defined in the rules - bps
Child Care Search Result Details

DFPS Home > Child Care > Search Texas Child Care > This Page

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

Operation Number: 1534898
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Montgomery Little Bears
Location Address:
10636 COMMERCe ROW
MONTGOMERY, TX 77356
10636 COMMERCe ROW
MONTGOMERY, TX 77356
Mailing Address:
Phone Number: 936-582-1234
County: MONTGOMERY
Website Address:
Email Address:
Administrator/Director Name: Mariana Campos
Second Director Name: Maria Brauer
Type of Issuance: Full Permit
Issuance Date: 9/19/2014
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation:
06:30 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 89
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 89
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No
Two Year Inspection Summary

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

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

- In the last two years, Licensing conducted the following:

  - 7 - Inspections
  - 0 - Assessments
  - 3 - Self Reported Incidents
  - 1 - Reports

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

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

Two Year Compliance Summary

- During the last two years, 808 standards were evaluated for compliance at this operation.

- Of the standards evaluated 8 deficiencies were cited.

  *Click on the number of deficiencies to see additional details.*

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

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

  - 3 were weighted as High
  - 2 were weighted as Medium - High
  - 3 were weighted as Medium
  - 0 were weighted as Medium - Low
  - 0 were weighted as Low

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Child Care Search Result Details

DFPS Home > Child Care > Search Texas Child Care > This Page

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

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>1551579</th>
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<tbody>
<tr>
<td>Operation Type:</td>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
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<td>Operation/Caregiver Name:</td>
<td>Little Angels Early Learning Academy</td>
</tr>
<tr>
<td>Location Address:</td>
<td>21265 EVA ST</td>
</tr>
<tr>
<td></td>
<td>MONTGOMERY, TX 77356</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO BOX 1892</td>
</tr>
<tr>
<td></td>
<td>MONTGOMERY, TX 77356</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>936-597-6800</td>
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<tr>
<td>County:</td>
<td>MONTGOMERY</td>
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<tr>
<td>Website Address:</td>
<td><a href="http://www.littleangelsearlylearning.com">www.littleangelsearlylearning.com</a></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:littleangelsearlylearning@gmail.com">littleangelsearlylearning@gmail.com</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Cecilia Cavanaugh</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
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</tr>
<tr>
<td>Conditions on Permit:</td>
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<tr>
<td>Accepts Child-Care Subsidies:</td>
<td>Yes</td>
</tr>
<tr>
<td>Hours of Operation:</td>
<td>06:00 AM-08:00 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Saturday</td>
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<td>Total Capacity:</td>
<td>49</td>
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<td>Corrective Action:</td>
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<tr>
<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
</tbody>
</table>

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

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

- In the last two years, Licensing conducted the following:

  0 - Inspections
  0 - Assessments
  0 - Self Reported Incidents
  1 - Reports

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

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

Two Year Compliance Summary

- During the last two years, 1411 standards were evaluated for compliance at this operation.

- Of the standards evaluated 22 deficiencies were cited.

   Click on the number of deficiencies to see additional details.

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

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

  5 were weighted as High
  13 were weighted as Medium - High
  4 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with those addresses please contact the Operation/Caregiver.
Charles B. Stewart-West Branch Library
(https://www.facebook.com/WestMCMLS/)

View on Map
(https://www.google.com/maps/place/Charles+B.+Stewart+-+West+Branch+Lib/@30.3929177,-95.6930745,17z/data=!3m1!4b1!4m5!3m4!1s0x8647395ac95.6908858)  
202 Bessie Price Owen Dr.
Montgomery, TX 77356

Send Us a Message
(contact-message.htm)
Main: 936-788-8314

View Holiday Closures
(locations-closures.htm)
M, Tu, Th: 9AM - 8PM
W: 9AM - 6PM
F - Sa: 9AM - 5PM
Sun: CLOSED

11x3
9x2
8
=59 hrs
Features

Book Club
(http://engagedpatrons.org/Events.cfm?SiteID=7689&BranchID=1000000072&audience=U)

Computer Classes
(http://engagedpatrons.org/EventsCalendar.cfm?SiteID=7689&BranchID=1000000072&audience=V)

Copying & Printing
(copies.htm)

Displays
(displays.htm)

Events for All Ages
(http://engagedpatrons.org/EventsCalendar.cfm?SiteID=7689&BranchID=1000000072&audience=)

Friends of the Library
(volunteer-fotl.htm)

Meeting Room
(http://montgomery.evanced.info/roomrequest.asp)

Public Computers & WiFi
(computers.htm)

Storytimes & More
(http://engagedpatrons.org/EventsCalendar.cfm?SiteID=7689&BranchID=1000000072&audience=C)

Study Rooms
(http://montgomery.evanced.info/roomrequest.asp?mm=1)

Volunteer
(volunteer.htm)

News

Become a Metal Detective!
Learn about metal detectors and how to use them from experienced instructors.

Learn More
(http://engagedpatrons.org/EventsExtended.cfm?SiteID=7689&EventID=324710&PK=)

Valentines for Veterans
From January 27 - February 12, a table with crafting supplies will be available during open hours for library patrons of all ages to create a Valentines Day card for local veterans.

Learn More
(http://engagedpatrons.org/EventsExtended.cfm?SiteID=7689&EventID=326763&PK=508876)
About

Branch Manager: Matt Wilson ext. 6299

The West Branch Library was opened in a donated, rent-free space in 1988. This location was later purchased, expanded, and opened to the public in 1992. A new location and construction became possible several years later, in part due to land donated by Philip and Holly LeFevre. The current location of the Charles B. Stewart-West Branch Library held its Grand Opening in the spring of 2006. Today, the branch serves more than 15,000 cardholders.
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 10 – Supporting Documentation for the Site Information Form Part II

- Census tract with ≥27% associate degrees adults aged ≥25

- Delivered Meals Service
  - Meals on Wheels Montgomery County
  - Montgomery County Food Bank

- Census tract with crime rate of ≤26 per 1K person
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 Abbr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Associate degree or higher by Census Tract</th>
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<tbody>
<tr>
<td>48339054600</td>
<td>Census Tract 6946, Montgomery County, Texas</td>
<td>4285</td>
<td>1268</td>
<td>29.61%</td>
</tr>
</tbody>
</table>
February 20, 2018

Texas Dept. of Housing & Community Affairs
221 East 11th Street
Austin, TX 78701

Dear Chairman,

I am honored to write this letter in support of the Star of Texas Seniors LTD planned development to be located in Montgomery County, TX.

Meals on Wheels has been an integral part of the senior community in Montgomery County for 45 years. We have seen the growing population of aging adults in need of basic support such as food and affordable shelter. A development such as the proposed would provide much needed relief for those on modest fixed incomes trying to manage their budget.

The senior community is often forgotten because their voices have faded into past. Please join us in advocating for those who are no longer heard, but still need our support!

Kind regards,

Summer Day
Executive Director
OUR MISSION: To provide home delivered meals and transportation services to the homebound elderly of Montgomery County.

Nourished Senior. Nourished Community.

Miles for Meals 5k

Run, jog, or walk - it's up to you! The course starts and ends at B-52 Brewing Company. Cross the finish line, grab a beer (or root beer), and enjoy the day with food trucks, games, and more.

LEARN MORE

From the Blog

Meet our seniors, volunteers, and donors. Read about our senior issues, volunteer programs,
Conroe Location Changes

Happy New Year Friends!!

I hope this finds you well and warm as our new year starts off with very un-Texas-like freezing temperatures! We had a busy end of the year delivering meals, blankets [...]"
More Than A Meal

Committed to our seniors since 1973, Meals on Wheels Montgomery County continues to provide home delivered meals, safety checks, and transportation services to homebound seniors living in Montgomery County. With these services, Meals on Wheels Montgomery County’s 500 clients are able to remain safe and happy in their homes, avoid the high costs of nursing home care, and alleviate the stress of caregiving often felt by their family, friends, and neighbors. As our local aging population consistently grows at exponential rates, Meals on Wheels Montgomery County strives to meet the growing demand for services with support from people like you.

Meals on Wheels Montgomery County is proud to announce that more than 90% of all grants and donations go directly towards providing programs and services. Additionally, 100% of your donation will remain in Montgomery County, funding programs that serve local seniors.
Programs

Meals on Wheels

Meals on Wheels is an efficient and robust solution, yet so simple. The homebound elderly receive the nutrition they need, a smiling face at their door, and the opportunity to remain at home — where they want to live.

Economically, the impact is immense. With help from hundreds of volunteers, Meals on Wheels Montgomery County delivers an entire year's worth of meals to one homebound person at a cost lower than one day in a hospital or six days in a nursing home.

As the only organization in Montgomery County to offer meal delivery services to the homebound elderly, our work is especially critical. Each weekday, our Meals on Wheels
program delivers approximately 550 meals to homebound seniors in Montgomery County.

Delivery lunch each weekday, Meals on Wheels provides our seniors with the nutrition they need, a smiling face at their door, and the opportunity to remain at home- where they want to be. Click here to learn more about this vital program.

**Breakfast Bags – Assembly and Saturday Delivery**

Breakfast Bags provide a supplemental nonperishable meal to our most food-insecure homebound seniors. From Girl Scout troop food drives to corporate team building, there are a variety of ways you can volunteer to create Breakfast Bags.

We also offer the option to deliver Breakfast Bags to seniors on the 1st and 3rd Saturday of the month.

Click here to learn how you can support this exciting program.

**Senior Rides**

Whether it's to a dialysis appointment or to pick up food from the grocery store, Senior Rides provides curb-to-curb transportation services to seniors and the disabled within Montgomery County- helping them remain an active part of our community.

Learn more about this disability-compliant program.

**Group Dining**

As part of a successful collaboration with the Commissioners of Precinct 2, 3, and 4, Meals on Wheels Montgomery County caters hot meals in the three senior centers listed below. The Commissioners then provide the staffing, activities, and oversight for seniors wishing to eat and socialize in their community center.

For details please click here to learn more.
Meals on Wheels Montgomery County operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. For more information, download our Title VI Notice (click here for Spanish).

Top Donors of Meals on Wheels Montgomery County
Our Programs

**SUMMER FEEDING PROGRAM**
(http://mcfoodbank.org/our-programs/summer-feeding-program/)

**NUTRITION EDUCATION PROGRAM**
(http://mcfoodbank.org/our-programs/snaiprogram/)
While you're booking your summer vacations with the kids, there are people in our area figuring out if they can feed their children even one meal a day. This is a decision that no family or child should have to face in our community.

LEARN MORE (HTTP://MCFOODBANK.ORG/OUR-PROGRAMS/SUMMER-FEEDING-PROGRAM/)

DONATE TO THE SUMMER FEEDING PROGRAM

BUDDY BACKPACK PROGRAM
(http://mcfoodbank.org/our-programs/buddy-backpack-program/)

This program enables elementary school children to discretely bring home seven weekend meals on Fridays concealed in a backpack. The mission of the program is to alleviate child hunger in our community.

LEARN MORE (HTTP://MCFOODBANK.ORG/OUR-PROGRAMS/BUDDY-BACKPACK-PROGRAM/)

SPONSOR A CHILD

FOOD FAIR PROGRAM
(http://mcfoodbank.org/our-programs/food-program/)

Like a market on wheels, MCFB's Food Fair delivers nutritious food, including fresh produce and refrigerated items, directly to commuters with a high need through a partnership of sponsor organizations.

LEARN MORE (HTTP://MCFOODBANK.ORG/OUR-PROGRAMS/FOOD-FAIR-PROGRAM/)

SPONSOR A FOOD FAIR

SCHOOL PANTRY PROGRAM

CARE & SHARE PROGRAM.
This program seeks to increase access points to food for children in low-income schools and helps to alleviate child hunger in the community through the provision of food to children during the school day.

LEARN MORE (HTTP://MCFOODBANK.ORG/OUR-PROGRAMS/SCHOOL-PANTRY-PROGRAM/)

SPONSOR A SCHOOL

MOBILE PANTRY PROGRAM

Mobile Pantries seek to increase access points to food for clients in areas that are unserved or undeserved due to a lack of agencies and/or

LEARN MORE (HTTP://MCFOODBANK.ORG/OUR-PROGRAMS/CARE-SHARE-PROGRAM/)

SPONSOR A COMMUNITY
agency resources.

LEARN MORE
(https://mcfoodbank.org/our-programs/mobile-pantry-program/)

SPONSOR A MOBILE PANTRY

Montgomery County Food Bank serves an average of 35,000+ individuals each month.

DONATE NOW

Find Us On:

OUR LOCATION
1 Food for Life Way |
Conroe, TX 77385
936-539-6586

Nonprofit Partner
DONORHOUSTON
(https://donorhouston.guidestar.org/profile/1148780/montgomery-county-food-bank.aspx)


Download 2015 Form 990
MONTGOMERY VIOLENT CRIMES

POPULATION: 922

Report total
Rate per 1,000

MURDER
UNREPORTED
UNREPORTED

RAPE
UNREPORTED
UNREPORTED

ROBBERY
UNREPORTED
UNREPORTED

ASSAULT
UNREPORTED
UNREPORTED

UNITED STATES VIOLENT CRIMES

POPULATION: 323,127,513

Report total
Rate per 1,000

MURDER
12,250
0.05

RAPE
130,603
0.49

ROBBERY
322,198
1.03

ASSAULT
803,007
2.49

NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

72
(100 is safest)

Safer than 72% of U.S.
neighborhoods.

PROPERTY CRIME INDEX BY TYPE

BURGLARY INDEX
45
100 is safest

THEFT INDEX
77
100 is safest

MOTOR VEHICLE THEFT
92
100 is safest

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 76

in this neighborhood

1 IN 42

in Montgomery

1 IN 36

in Texas
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 10 – Supporting Documentation for the Site Information Form Part II

- Evidence of Underserved Area
  - 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.
  - Star of Texas Seniors qualifies for 3 underserved points because it is located in a census tract (48339694600) that does not have a development that was awarded less than 30 years ago according to the Department’s property inventory.
<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
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<tbody>
<tr>
<td>Tract</td>
<td>6946.00</td>
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<tr>
<td>County</td>
<td>Montgomery</td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
</tr>
<tr>
<td>Status (2011)</td>
<td></td>
</tr>
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<td>Status (2015)</td>
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<tr>
<td>Poverty Rate</td>
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<tr>
<td>Ratio of Tract Median Income to Tract Income Limit</td>
<td>0.575</td>
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<td>Full Tract Number</td>
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**Star of Texas Seniors**

Census Tract 48339694600
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<tr>
<th>TDHCA#</th>
<th>Program Type</th>
<th>Original TDHCA#</th>
<th>Year</th>
<th>Board Approval</th>
<th>Development Name</th>
<th>Project Address</th>
<th>Project City</th>
<th>Project County</th>
<th>Zip Code</th>
<th>LIHTC Amt Awarded</th>
<th>Total Units</th>
<th>LIHTC Units</th>
<th>Population Served</th>
<th>Apt. Phone #</th>
<th>Census Tract</th>
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<tr>
<td>14274</td>
<td>9% HTC</td>
<td>2014</td>
<td>07/01/14</td>
<td>The Heritage</td>
<td>325 Flagship Boulevard</td>
<td>Montgomery</td>
<td>Montgomery</td>
<td>77550</td>
<td>$750,000</td>
<td>80</td>
<td>84</td>
<td>General</td>
<td>(713) 914-9200</td>
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Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 10 – Supporting Documentation for the Site Information Form Part II

- Declared Disaster Area
<table>
<thead>
<tr>
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<th>Roberts</th>
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<td>Jefferson</td>
<td>Rains</td>
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</tr>
<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
<td></td>
</tr>
</tbody>
</table>
Tab 10 – Supporting Documentation for the Site Information Form Part II

- Readiness to Proceed
Star of Texas Seniors, LTD.
4500 Carter Creek Parkway, Suite 101, Bryan, TX 77805 • Phone (979) 846-8878 • Fax (979) 846-0753

Readiness to Proceed in Disaster Impacted Counties

The proposed new construction development Star of Texas Seniors is located on Lone Star Parkway, Montgomery County, Montgomery, Texas. Montgomery County is declared by FEMA to be a disaster area. This development has appropriate zoning to proceed with construction according to the City of Montgomery please see enclosed letter from the city. Star of Texas Seniors will close all financing on or before October 31, 2018. Please see the commitment letter from the lender Prosperity Bank and from the syndicator Boston Capital stating that financing will close by October 31, 2018. Star of Texas Seniors has a construction contractor and architect. Please find enclosed a fully executed construction contract and architect contract. Star of Texas Seniors has a full set of architectural plans and is ready to submit them to the City of Montgomery. The timeline for site plan review for permits is typically a 3 week process from time of submittal to completion.

Below is a project timeline for Star of Texas Seniors:

9% HTC Application – 3/1/2018
Market Study – 4/1/2018
9% HTC Award – 7/26/2018
Closing of Land – 9/30/2018
Close all Financing – 10/31/2018
Building Permits – 10/31/2018
Start Construction – 11/1/2018
Begin Lease Up – 10/31/2019
100% Complete & Leased – 12/1/2019
# 2018 Declared Disaster Areas

## Counties Eligible under §11.9(d)(8) of the 2018 QAP

### Readiness to Proceed in Disaster Impacted Counties

<table>
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<tr>
<th>Aransas</th>
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<td></td>
<td>Wharton</td>
</tr>
</tbody>
</table>

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**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

221 E. 11th St., Austin, TX 78701  Main Number: 512-475-3600  Email: Info@tdhca.state.tx.us

P.O. Box 13941, Austin, TX 78711  Toll Free: 800-525-0857  Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay Texas: 900-736-2989 (TTY) and 711 (Voice).
February 13, 2018

To: Wade Bienski
    Achinc@hotmail.com

City staff has reviewed the suitability of the proposed location for multi-family use. The subject tract is in the city of Montgomery corporate limits and is zoned "Industrial". The city’s zoning ordinance allows for less restrictive uses within more restrictive zones, commonly called cumulative zoning. Therefore, it is my opinion that the proposed use is allowed on the property is currently zoned.

Please refer to our zoning and subdivision ordinance for applicable building setbacks and other regulations regarding the design of the project. If you have any further questions or comments, please contact me.

Sincerely,

Jack Yates
City Administrator
February 21, 2018

Star of Texas Seniors, Ltd
Attn: Mr. Emanuel H. Glockzin, Jr.
P.O. Box 3189
Bryan, Texas 77805-3189

RE: Request of Prosperity Bank for the construction of permanent financing of an apartment project in Montgomery, Texas.

Dear Mr. Glockzin,

I am pleased to inform you that Prosperity Bank has approved the above-referenced financing subject to the terms and conditions noted in this letter. Note that this letter is intended as a summary of the primary terms and conditions of the proposed loans, and may not contain all the terms and conditions whereby the loans would be granted.

Borrower: Star of Texas, Ltd.

Bank: Prosperity Bank

Purpose of Loan: Construction and permanent financing of a 32 unit apartment project in Montgomery, Texas (the “Project”)

Loan Amount: The lesser of $1,100,000.00 or 34% of Project’s Hard Costs.

Collateral: First lien Deed of Trust to a yet-to-be-determined tract in Montgomery, Texas, together with all improvements thereto and income therefrom (the “Real Property”). Assignment of Rents.

Interest Rate: 5% fixed rate for life of loan

Origination Fee: 1% of the loan amount

Maturity: 16 years from the date of the loan

Payment Terms: Initial 12 months of loan (“Construction Phase”): Interest payable quarterly; then, commencing with the 13th month (“Term Phase”): 180 monthly P&I Payments to be calculated upon a 30-year amortization basis.

Guaranty: Unlimited guaranty of Elaina Glockzin.

Page 1 of 4
The following is to be provided to and approved by the Bank, at Borrower’s expense, prior to closing of the above-referenced loans:

- Mortgagee’s Policy of Title Insuring Lender’s lien on the Real Property, subject only to exceptions approved by Bank in writing.
- Evidence of, where applicable, Builder’s Risk and Hazard insurance in form and amount acceptable to Bank, covering the Project and the Real Property.
- Survey of the Real Property and proposed improvements, showing no adverse easements or encroachments.
- Satisfactory environmental evaluation of the Real Property.
- Complete plans, drawings, specs and cost of the Project.
- Appraisal of the Real Property to be performed by a qualified appraiser approved by Bank. Said appraisal must be ordered by and approved by Bank. The “as built” Market Value of the Real Property as reflected in this appraisal must be not less $3,672,247 (the construction contract amount).
- Properly executed entity documents evidencing Borrowing Authority in form satisfactory to Bank, to include Corporate Resolutions, Article of Incorporation and Evidence of Existence.

Other Conditions and Requirements:

- Borrower to establish the following accounts at the Bank at the time of lease up:
  1. A Rent-Up Reserve of not less than $200,000.00
  2. An Operating Deficits Account of not less than $100,000.00
  3. An Escrow Account for Taxes
- Advances during the Construction phase will be subject to review and inspection of the Project by the Bank.
- Prior to commencement of the Permanent Loan, the Bank will require an inspection and Certificate of Occupancy, and an endorsement to the Title Policy removing any pending exceptions.
- Borrower to execute documents, necessary to evidence said loans, including but not limited to Promissory Note, Deed of Trust, Assignment of Rents, Security Agreement, Loan Agreement, Guaranty Agreement and any other loan documents reasonably requested by Bank.
- Included in the Loan Agreement will be the following requirements:
  1. Borrower will provide an audited fiscal year and statement to the Bank on an annual basis, and company-prepared financial statement on a quarterly basis.
  2. Guarantor will provide a Personal Financial Statement on an annual basis.
- Documents evidencing said Loans to be prepared by Bank Counsel, at Borrower’s expense.
- All legal, appraisal, inspection, recording, and reasonable out-of-pocket expenses of the Lender in connection with the negotiation, review of documentation, closing and/or administration of the loan herein described will, to the full extent allowed by applicable law, be paid by Borrower.
Financial Feasibility of the Development

The pro forma information reflects that the property will maintain a debt coverage ratio of not less than 1.28X for the 30 year period analyzed. The projections utilize an increase in Effective Gross Annual Income of approximately 3% annually and an increase in Total Annual Expenses of approximately 4% annually. The pro forma data, when compared with income expense margins for multi-family housing which the Bank has previously assessed, leads the lender to believe this project to be feasible for 30 years. Per the Information provided by the borrower, the project budget for the first year of stabilized operations is as follows:

- Net Rental Income: $265,896
- Operating Expenses: $157,560
- Cash for Debt Service: $91,946
- Debt Service: $71,566
- Debt Service Coverage: 1.28X

EXPIRATION & ACCEPTANCE

By signing and accepting the terms of this letter, the Borrower and Guarantors represent that they are acting for their own accounts, and not as an agent, trustee or nominee for any other person, and agree to pay all closing costs and expenses including but not limited to the expenses listed above. This letter is not intended for the benefit of any other party other than the Borrower and may not be relied on by any other party. This letter is non-assignable.

No party hereto will be liable to any other party hereto for indirect or consequential damages relating to this letter. You also agree to pay all of our reasonable expenses (including fees and expenses of our outside counsel, consultants and other experts) incurred in connection with preparing, negotiating and enforcing this letter and the loan documents, conducting the due diligence reviews, and related matters. Your obligations under this paragraph will survive the Closing or the expiration or termination the commitments in this letter.

We appreciate being given the opportunity to review and discuss this financing opportunity with you. Please indicate your acceptance of this commitment letter by signing and returning to me the enclosed copy of this letter. This commitment letter and the Lender’s commitments hereunder must close by October 31st, 2018 unless the Lender extends this commitment in writing. Should you have any questions or wish to discuss further, please feel free to contact me.

THE TERMS AND CONDITIONS OF THE LENDER’S COMMITMENT ARE NOT LIMITED TO THE ABOVE TERMS AND CONDITIONS AND THIS LETTER DOES NOT SET OUT IN FULL ALL OF THE REQUIREMENTS OF THE LENDER AS TO THE CONDITIONS TO MAKING THE CREDIT FACILITY AVAILABLE. THOSE MATTERS WHICH ARE NOT COVERED BY OR MADE CLEAR IN THE ABOVE OUTLINE ARE SUBJECT TO MUTUAL AGREEMENT OF THE PARTIES AND ALL MATTERS ARE SUBJECT TO AMPLIFICATION IN THE LOAN DOCUMENTS.
AT THE TIME OF CLOSING OF THE CREDIT FACILITY, OR ANY OF ITS COMPONENT PARTS, THERE MUST NOT BE:
ANY RECEIVERSHIP OR INSOLVENCY PROCEEDING OF ANY KIND RELATING TO THE BORROWER OR
GUARANTORS; ANY DEFAULT UNDER THE LOAN DOCUMENTS; OR MATERIAL ADVERSE CHANGES WITH RESPECT
TO THE COLLATERAL OR ANY OTHER INFORMATION OR DOCUMENTS SUBMITTED TO LENDER BY THE
BORROWER OR GUARANTORS.

THIS COMMITMENT IS BASED OFF MATERIAL PROVIDED BY THE BORROWER AND DUE DILIGENCE IS STILL
CONTINUING, IN THE EVENT FURTHER DUE DILIGENCE DISCOVERS INFORMATION NOT PREVIOUSLY KNOWN,
THE TERMS OF THIS COMMITMENT MAY BE ALTERED OR RESCINDED.

THIS WRITTEN COMMITMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE TERMS
CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR
SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN
THE PARTIES.

Sincerely,

Matthew Woods
President-Bryan East Banking Center

Agreed and accepted this the 23rd day of February, 2018.

By: Elaina Glockzin
Addendum to Prosperity Bank's Commitment Letter:

1. Bank will attempt to use experienced local attorneys, with our Legal Counsel's approval, to prepare loan documents.
2. Emanuel Glockzin to sign personal guaranty to the bank. Emanuel's guaranty can be outside of the BCG loan document package.
3. Deposit Maintenance Agreement to maintain at least 100% of loan amount in Prosperity Bank non-interest bearing accounts, on a consolidated global Borrower/Guarantor basis. The Maintenance Agreement can be outside of the BCG loan document package. If out of compliance with the Deposit Maintenance Agreement, the loan will convert from a fixed rate to a floating rate of WSI + 0.50% with a 5.00% floor-as dictated by the terms in the Maintenance Agreement. We will allow for a right to cure within a reasonable time in the same manner that we have agreed to in prior loans.

Sincerely,

[Signature]
Matthew Woods
President-Bryan East Banking Center

Agreed and accepted this the 21st day of February, 2018.

By: [Signature]
Elaina Glockzin
02/12/18

Emanuel Glockzin & Star of Texas, LLC.

Re: Star of Texas Application Fee

Montgomery Texas

To whom it may concern,

Prosperity Bank will not be collecting any type of application fee for the Star of Texas, LLC loan request from Mr. Glockzin.

Please let me know if you have any questions.

Thank you,

Matthew Woods
President-Bryan East Banking Center
(NMLS ID# 584171)
Prosperity Bank
Bryan East Banking Center
3333 University Drive East
Bryan, TX 77802
February 26, 2018

Emanuel H. Glockzin, Jr.
Brazos Valley Construction, Inc.
4500 Carter Creek, Suite 101
Bryan, Texas 77802

RE: STAR OF TEXAS SENIORS, LTD.
Star of Texas Senior Apartments, Montgomery, Texas

Dear Emanuel:

Boston Capital ("BC") is pleased to submit a preliminary letter of intent to purchase the federal low income housing tax credits which will be allocated to the above referenced property should the project be successful in receiving a reservation of 2018 tax credits from the Texas Department of Housing and Community Affairs ("TDHCA") in the annual amount of $613,529.

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

Based on an annual LIHTC allocation of $613,529, capital contributions to the limited partnership would total $4,969,585 payable as follows:

$745,438 (15%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing, (iv) receipt of all building permits and an approved set of construction drawings, (v) admission of BC, or (vi) October 31, 2018;

$745,438 (15%) upon the latest to occur of (i) 25% partial completion, (ii) updated title, (iii) January 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;

$745,438 (15%) upon the latest to occur of (i) 50% partial completion, (ii) updated title, (iii) April 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;

$745,438 (15%) upon the latest to occur of (i) 75% partial completion, (ii) updated title, (iii) July 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;

$496,959 (10%) upon the latest to occur of (i) 95% partial completion, (ii) updated title, (iii) October 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;
$745,438 (15%) upon the latest to occur of (i) the Completion Date, (ii) Permanent Mortgage Commencement, (iii) updated insurance certificates, (iv) updated title insurance policy satisfactory to BC, which policy in no event shall contain a survey exception or (v) satisfaction of all of the conditions to the payment of all prior installments;

$496,959 (10%) upon the latest to occur of (i) Cost Certification, (ii) initial full occupancy date, (iii) receipt of satisfactory tenant file compliance review, (iv) April 1, 2020 or (v) satisfaction of all of the conditions to the payment of all prior installments; and

$248,479 (5%) upon the latest to occur of (i) State Designation, (ii) Rental Achievement, (iii) July 1, 2020 or (iv) satisfaction of all of the conditions to the payment of all prior installments.

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

1. Project Description.
2. Construction/Development Cost Breakdown & Operating Pro-Forma.
3. Construction Schedule.
4. Qualified Lease-Up Schedule.
5. Tax Credit Application.
8. General Partner Resume.
10. Market Study.
11. Site visit.

Please feel free to call me at (617) 624-8835, if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development and to hearing from you.

Sincerely,

[Signature]

Joshua K. Gould
Vice President, Acquisitions
AGREEMENT made as of the 26th day of February, 2018 in the year

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Star of Texas Seniors, Ltd.
4500 Carter Creek Parkway, Suite #101
Bryan, Texas 77802

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

Myraid Designs, Ltd.
4500 Carter Creek Parkway, Suite #203
Bryan, Texas 77802

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

Star of Texas Seniors, Ltd.
Lone Star Parkway
Montgomery, Texas

32 Unit development for elderly individuals on approximately 5 Acres

The Owner and Architect agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT’S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement methods, and other information relevant to the Project.)

Development site to consist of approximately 5 acres at Lone Star Parkway, Montgomery, Montgomery County, Texas

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

1. Commencement of construction date: 11/1/2018
2. Substantial Completion date: 10/1/2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.
ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1. General Liability N/A

2. Automobile Liability N/A

3. Workers’ Compensation N/A

4. Professional Liability Yes – Will furnish

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.
§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate of the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.3, and request the Owner’s approval.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require, inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required by the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1 Programming (B202™-2009)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.2 Multiple preliminary designs</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>§ 4.1.3 Measured drawings</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Additional Services</td>
<td>Responsibility (Architect, Owner or Not Provided)</td>
<td>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</td>
</tr>
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<td>------------------------------------------------------</td>
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<tr>
<td>§ 4.1.4 Existing facilities surveys</td>
<td>Architect</td>
<td></td>
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<tr>
<td>§ 4.1.5 Site Evaluation and Planning (B203TM–2007)</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.6 Building information modeling</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.7 Civil engineering</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.8 Landscape design</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.9 Architectural Interior Design (B252TM–2007)</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.10 Value Analysis (B204TM–2007)</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.11 Detailed cost estimating</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.12 On-site project representation (B207TM–2008)</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.13 Conformed construction documents</td>
<td>Owner</td>
<td></td>
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<tr>
<td>§ 4.1.14 As-designed Record Drawings</td>
<td>Owner</td>
<td></td>
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<tr>
<td>§ 4.1.15 As-constructed Record Drawings</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.16 Post-occupancy evaluation</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.18 Tenant-related services</td>
<td>Owner</td>
<td></td>
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<td>§ 4.1.19 Coordination of Owner's consultants</td>
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<tr>
<td>§ 4.1.20 Telecommunications/data design</td>
<td>Owner</td>
<td></td>
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<tr>
<td>§ 4.1.22 Commissioning (B211TM–2007)</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.23 Extensive environmentally responsible design</td>
<td>Owner</td>
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<td>§ 4.1.24 LEED® Certification (B214TM–2007)</td>
<td>Owner</td>
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<tr>
<td>§ 4.1.25 Fast-track design services</td>
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<td>§ 4.1.26 Historic Preservation (B205TM–2007)</td>
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<tr>
<td>§ 4.1.27 Furniture, Furnishings, and Equipment Design(B253TM–2007)</td>
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<tr>
<td>§ 4.1.28 Other</td>
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</tbody>
</table>

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.
§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

7. Preparation for, and attendance at, a public presentation, meeting or hearing;

8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

9. Evaluation of the qualifications of bidders or persons providing proposals;

10. Consultation concerning replacement of Work resulting from fire or other cause during construction or Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or part of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

4. Evaluating an extensive number of Claims as the Initial Decision Maker;

5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;

6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. (Yes) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

2. Project during construction (6) visits to the site by the Architect over the duration of the completion

3. (Yes) inspections for any portion of the Work to determine whether

4. (4) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments; zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.8;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have with the proceeds of such insurance as set forth in AIA Document A201—2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Checking the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201—2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Fee equal to $230,000.00
80% shall be due upon close in October 31, 2018
and credited to the owners account in the amount of $184,000.00
The balance will be due when the Certificates of Occupancy have been
issued by the City of Montgomery and accepted by the owner.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

N/A

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

N/A
§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase: percent (80 %)
Design Development Phase: percent (80 %)
Construction Documents Phase: percent (80 %)
Bidding or Negotiation Phase: percent (80 %)
Construction Phase: percent (80 %)

Total Basic Compensation: One hundred percent (100%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category Rate
N/A

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (60 %) of the expenses incurred.

N/A
§ 11.9 Compensation for Use of Architect’s Instruments of Service
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 An initial payment of N/A

(§ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

2. AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed, or the following:

3. Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)
This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
Star of Texas Seniors, Ltd.  
by Commonwealth Development, Inc.  
General Partner, Elaina D. Clockzin  
(Printed name and title)

ARCHITECT (Signature)  
Myriad Designs, Ltd.  
Harry Rostic, Architect  
(Printed name and title)
Star of Texas Seniors
Project Construction Schedule

10/31/2018 – Building Permits

11/1/2018 – Start Site clearing and staking

1/1/2019 – Set forms, rough plumbing, start pouring cement foundation and driveways

3/1/2019 – Start framing buildings, start brick work

5/1/2019 – Start roofing, tap out plumbing and rough HVAC and insulate

7/1/2019 – Start drywall, trim and set cabinets

8/1/2019 – Paint interior, install floors and start to set electric fixtures and finish out HVAC and Plumbing

10/1/2019 – Start landscaping and punch out

12/1/2019 – 100% Complete and Leased up

Harry Bostic, Architect

Date 2-20-18
Project Acquisition Timeline

3/1/2018 – 9% HTC Application Submitted

4/1/2018 – Market Study

7/26/2018 – 9% HTC Awards

9/30/2018 – Closing of the Land

10/31/2018 – Finance, Limited Partnership and Loan Closing

10/31/2018 – Building Permits and Start Construction

10/31/2019 – Begin Lease Up

12/1/2019 – 100% Complete and Leased
AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 28th day of February in the year of

Two Thousand Eighteen.

BETWEEN the Owner:

(Name and address)

Star of Texas Seniors, Ltd.
PO Box 3189
Bryan, Texas 77805

and the Contractor:

(Name and address)

Brazos Valley Construction, Inc.
4500 Carter Creek Parkway, Suite #101
Bryan, Texas 77802

The Project is:

(Name and location)

Star of Texas Seniors, Ltd.
Lone Star Parkway
Montgomery, Texas

The Architect is:

(Name and address)

Myriad Designs, Ltd.
4500 Carter Creek Parkway, Suite #203
Bryan, Texas 77802

The Owner and Contractor agree as set forth below.
ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

N/A

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

When building permits are received

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completions of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Dec 31, 2019 expect City of Issuance Certificate of Completion for development

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)
ARTICLE 4
CONTRACT SUM

4.1. The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three million Seven hundred thousand Four hundred Seventy Dollars ($3,706,470.00), subject to additions and deductions as provided in the Contract Documents.

4.2. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Slate the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of each other alternate showing the amount for each and the date until which that amount is valid.)

BRAZOS VALLEY CONSTRUCTION, INC.
Cost Code List

<table>
<thead>
<tr>
<th>Cost Code ID</th>
<th>Cost Code Description</th>
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</thead>
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<tr>
<td>PHASE 101 - GENERAL REQUIREMENTS</td>
<td>General Requirements</td>
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<td>10100</td>
<td>Superintendent</td>
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<tr>
<td>10115</td>
<td>Travel - Mileage &amp; Meals</td>
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<tr>
<td>10120</td>
<td>Field Office Expenditure</td>
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<td>Clean Up Labor</td>
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<tr>
<td>10190</td>
<td>Miscellaneous</td>
</tr>
</tbody>
</table>

4.3. Unit prices, if any, are as follows:

1. General Requirements  $184,400.00
2. Contractor Overhead   $61,400.00
3. Contractor Profit     $184,400.00
ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three million Seven hundred thousand Four hundred Seventy Dollars ($3,706,470.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

1. General Requirements $184,400.00
2. Contractor Overhead $.01,400.00
3. Contractor Profit $184,400.00.
ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the
Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and
elsewhere in the Contract Documents.

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

N/A

5.3 Provided an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment to the Contractor not later than the fifteenth (15th) day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with
the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work
and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule,
unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period
covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retention of percent (%), Peeding final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

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

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following
circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) of the Contract
Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional
amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retention, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retention resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.4 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor’s responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

N/A

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

(Usage laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner’s and Contractor’s principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or notices.)

7.3 Other provisions:

N/A

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.
ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:


9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/18</td>
<td><strong>Start site clearing and staking</strong></td>
</tr>
<tr>
<td>1/1/19</td>
<td>Set forms, rough plumbing, start pouring cement foundations and driveways</td>
</tr>
<tr>
<td>4/1/19</td>
<td>Start framing on buildings and start brick work</td>
</tr>
<tr>
<td>5/10/19</td>
<td>Start roofing, tap out plumbing and rough in HVAC and insulate</td>
</tr>
<tr>
<td>6/10/19</td>
<td>Start drywall, trim and set cabinets</td>
</tr>
<tr>
<td>7/30/19</td>
<td>Paint interior, install floors and start to set electric fixtures and finish out HVAC and plumbing</td>
</tr>
<tr>
<td>10/30/19</td>
<td>Start landscaping and punch out</td>
</tr>
</tbody>
</table>

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>See Specifications Manual, stamped by Harry W. Bostic, Registered Architect</td>
</tr>
</tbody>
</table>
9.1.5 The Drawings are as follows, and are dated
(Except list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Site Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Framing Plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concrete Plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electrical Plans</td>
<td></td>
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<tr>
<td></td>
<td>HVAC Plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plumbing Plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Site Plumbing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Landscaping Plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exterior Lighting Layout</td>
<td></td>
</tr>
</tbody>
</table>

9.1.6 The addenda, if any, are as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.
9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instructions to bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
Star of Texas Seniors, Ltd.
(Signature) Elaina J. Glockzin, President
Commonwealth Development, Inc.
General Partner
(Printed name and title)

CONTRACTOR
Brazos Valley Construction, Inc.
(Signature) Emanuel H. Glockzin, Jr.
President

(Printed name and title)
1. **Site Acreage**
   Please identify site acreage as listed in each of the following exhibits/documents.

   | Site Control: 5 | Site Plan: 5 | Appraisal: N/A | ESA: 6 |

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

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

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

2. **Site Control - §10.204(10)**
   The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry D. Jacobs and Michael V. Wise</td>
<td>Larry D. Jacobs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 1370</td>
<td>Montgomery</td>
<td>TX</td>
<td>77356</td>
<td>10/1/2007</td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain:

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

   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>
</table>

   Site Control is in the form of:

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

<table>
<thead>
<tr>
<th>Expiration of Contract or Option:</th>
<th>Anticipated Closing Date:</th>
</tr>
</thead>
</table>

3. **Site Control - §10.204(10)**
   **Ingress/Egress and Easements (9% and 4% HTC Only) - §11.7**

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

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

Development qualifies for the boost for:

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

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

If a revised form is submitted, date of submission: 

Support Documentation from Site Information Part III Should be Included Behind this Tab.

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

Increase in Eligible Basis (30% Boost)

- **N/A** Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.

- **N/A** Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.

- **N/A** SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

- **N/A** Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.

- **N/A** Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- **N/A** DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

- **N/A** A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 12 – Supporting Documentation for the Site Information Form Part III

- Evidence of Site Control
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

[Red Boxed] +/- 5 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (GF#1606981)

Effective December 19, 2017, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
   - Cash portion payable by Buyer at closing: $544,500.00
   - Sum of all financing described in the contract: $0
   - Sales price (sum of cash portion and sum of all financing): $544,500.00

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

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

(TAR-1923) 1-28-10

Initialed for identification by [Signature]

Page 1 of 2

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X D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on August 10, 2018.

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

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

☐ E. Closing: The closing date in Paragraph 10A of the contract is changed to ________________.

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

☐ G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waive[s] the right to terminate under Paragraph 7B of the contract.

☐ H. Other Modifications:

Seller: Larry D. Jacobs and Michael V. Wise
By: ________________________________
By (signature): ______________________
Printed Name: Larry Jacobs
Title: Partner

Buyer: Emanuel Glockzin, as trustee or assigns.
By: ________________________________
By (signature): ______________________
Printed Name: ______________________
Title: ______________________________

(TAR-1932) 1-26-10

Page 2 of
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

+/- 6.00 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (GF#1806981)

Effective February 3, 2017, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

- Cash portion payable by Buyer at closing. $ 544,500.00
- Sum of all financing described in the contract. $ 0
- Sales price (sum of cash portion and sum of all financing) $ 544,500.00

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

Property size is amended from +/- 6.00 acres to +/- 8.00 acres. See attached Exhibit "A".

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

TAR-1932 1-25-10 Initiated for identification by Seller, and Buyer. Page 1 of 2
This form is for the exclusive use of the subscriber named below. And use by others is strictly prohibited. Use of this form does not indicate membership in the Texas Association of REALTORS®.
Texas CIRLLC, 1009 South of Refrey Express, TX 77499
Phone: (1)979-370 Fax: 130 acres
Test this form with the Formatting/Proofreader at 150/3/4th Place, Dallas, Texas 75201 www.Mi.com
Amendment to Commercial Contract concerning ±5.00 Acres at 0 Lone Star Parkway, Montgomery, TX 77359 (GR#1806261)

D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on December 31, 2017.

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

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

E. Closing: The closing date in Paragraph 10A of the contract is changed to ________________.

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

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

H. Other Modifications:

Seller: Larry D. Jacobs and Michael V. Wish
By: ____________________________
By (signature): ____________________________
Printed Name: ____________________________
Title: ____________________________

Buyer: Emanuel Glockzin, as trustee or assigns
By: ____________________________
By (signature): ____________________________
Printed Name: ____________________________
Title: ____________________________

(TAR-1903) 1-29-10

Page 2 of 2

Produced with ipFormat by EIP USA, 16070 Plano Mills Road, Frisco, TX 75034 1-800-646-9843 www.1806261.com
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Larry D. Jacobs and Michael V. Wise

Address: 
Phone: 
Fax: 
E-mail: larry@landl moll.com 
Other: 

Buyer: Emanuel Golekzio, as trustee or assignee

Address: 
Phone: 
Fax: 
E-mail: emanue2@aproperties.net 
Other: 

2. PROPERTY:

A. "Property" means that real property situated in Montgomery County, Texas at 
+/- 9.59 Acres at 9 Lone Star Parkway, Montgomery, TX 77356 
(address) and that is legally described on the attached Exhibit A, or as follows:
+/- 9.59 Acres out of A0021 - Ringway Ben S, TRACT 46-2, ACRES 37.96

B. Seller will sell and convey the Property together with:
   (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, terms, and rights-of-way;
   (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
   (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum)

(If mineral rights are to be reserved an appropriate addendum should be attached)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

   (1) Cash portion payable by Buyer at closing ........................................... $ 1,044,551.00
   (2) Sum of all financing described in Paragraph 4 ........................................ $
   (3) Sales price (sum of 3A(1)), and 3A(2)) .................................................. $ 1,044,551.00

(TAR-1800) 1-1-16
Initialed for Identification by Seller and Buyer. 

This form is for the exclusive use of the subscriber copied below. Any use by others is strictly prohibited. Use of this form does not indicate membership in the Texas Association of REALTORS®.
Commercial Contract - Unimproved Property concerning
+/- 2.58 Acres at 0 Lone Star Parkway, Montgomery, TX 77356

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

   (a) The sales price is calculated on the basis of $____per:
          ☐ (i) square foot of total area ☐ net area.
          ☐ (ii) acre of total area ☐ net area.

   (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
          ☐ (i) public roadways;
          ☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
          ☐ (iii) ____________________________

   (c) If the sales price is adjusted by more than ___10.000___% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ___30___ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $____________________.

      This contract:
          ☐ (1) is not contingent upon Buyer obtaining third party financing;
          ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $____________________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931). In the amount of $____________________.

6. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $10,000.00 as earnest money with TECO TITLE COMPANY (title company) at 56255 Jakson Road 1134 Montgomery 77356 (address) Steve Gardner (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $____________________ with the title company to be made part of the earnest money on or before:

   ☐ (i) ____________________ days after Buyer's right to terminate under Paragraph 7B expires; or
   ☐ (ii) ____________________

      Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 6B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

(TAR-1602) 1-1-16
Initialled for identification by Seller ______ and Buyer ______

Produced with Adobe® Page 2 of 13
Adobe® Acrobat® Reader 11.0.25, Adobe® Premiere Pro CS6, Adobe® InDesign CS6 (scripts.txt), Page 2 of 13
G. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the printed form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   (a) will not be amended or deleted from the title policy.
   (b) will be emended to read "shortages in area" at the expense of [Seller] (Buyer) [Seller].

(3) Within __14__ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within __60__ days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer ___________ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ___________ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within __30__ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a
special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: 

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $300.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 6A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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Initiated for Identification by Seller [Name] and Buyer [Name]

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D. Property Information:

(1) Delivery of Property Information: Within ___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
   □ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
   □ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
   □ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
   □ (d) copies of property tax statements for the Property for the previous 2 calendar years;
   □ (e) plats of the Property;
   □ (f) copies of current utility capacity letters from the Property’s water and sewer service provider; and
   □ (g) ____________________________________________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date, (Check all that apply.)
   □ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
   □ (b) deliver or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
   □ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

   This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer’s written approval.

6. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer’s written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
   (1) any failure by Seller to comply with Seller’s obligations under the leases;
   (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
   (3) any advance sums paid by a tenant under any lease;

   (TAR-1802) 1-14-16
   Initiated for Identification by Seller William, and Buyer
Commercial Contract - Unimproved Property concernig

4/- 9.89 Acres at 0 Lone Star Parkway,
Montgomery, TX 77356

(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within ___________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ___________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR-Form 1993 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least (10) days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jacobs Properties

Cooperating Broker: Texas C.R.E.S., LLC

Agent: Larry D. Jacobs

Agent: Joel C. English

Address: P.O. Box 1370

Address: 11020 Seatmeke Drive

Montgomery, TX 77356

Cypress, TX 77429

Phone & Fax: (936) 597-3112

Phone & Fax: (713) 473-7239

E-mail: larry@jacobsproperty.com

E-mail: joel@tasacres.com

License No.: 138756

License No.: 9904590

Principal Broker: (Check only one box):

☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Check the Agreement Between Brokers on page 13 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties’ signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ $5,000 % of the sales price.

☐ ☒ $3,000 % of the sales price.

Cooperating Broker a total cash fee of:

☒ $3,000 % of the sales price.

☐ ☒ $5,000 % of the sales price.

The cash fees will be paid in Montgomery County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

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10. CLOSING:

A. The date of the closing of the sale [(closing date)] will be on or before the later of:
   (1) __ __ days after the expiration of the feasibility period.
   (specify date).
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a [blank] general [blank] special warranty deed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax laws; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate-written-lease agreement is a landlord-tenant-at-sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

1) Buyer will grant Seller an access easement to the remainder tract. The terms of this easement agreement will be negotiated and agreed upon during the feasibility period.

2) Buyer shall be entitled to extend the feasibility period to July 31, 2027 by notifying and directing the Title Company to release two thousand five hundred dollars ($2,500.00) of the earnest money directly to Seller for this extension option. Released earnest money will be non-refundable but applicable to the purchase price at closing.

13. SALES EXPENSES:

A. Seller’s Expenses: Seller will pay for the following at or before closing:
   1. Release of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   2. Release of Seller’s loan liability, if applicable;
   3. Tax statements or certificates;
   4. Preparation of the deed;
   5. One-half of any escrow fee;
   6. Costs to record any documents to cure title objections that Seller must cure; and
   7. Other expenses that Seller will pay under other provisions of this contract.

B. Buyer’s Expenses: Buyer will pay for the following at or before closing:
   1. All loan expenses and fees;
   2. Preparation of any deed of trust;
   3. Recording fees for the deed and any deed of trust;
   4. Premiums for flood insurance as may be required by Buyer’s lender;
   5. One-half of any escrow fee;
   6. Other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   1. Interest on any assumed loan, taxes, rents, and any expenses reimbursement from tenants will be prorated through the closing date.
   2. If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   3. If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller’s use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Buyer. If this sale or Buyer’s use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

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payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller’s sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies or assessments in accordance with Paragraph 7C(5) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the escrow certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer’s election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. ATTORNEY’S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney’s fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer’s closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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G. The title company will deduct any independent consideration under Paragraph 7(b)(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

F. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. Seller and Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1034 of the Internal Revenue Code, as amended. All expenses incurred in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1034 of the Internal Revenue Code. The other provisions of this contract will not be affected if the exchange fails to occur.

18. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1406).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:

(1) any subsurface structures, oild, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos, containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail-return receipt requested, or sent by facsimile transmission to the parties' addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assignees. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply)

☐ (1) Property Description Exhibit Identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property In a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1916);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (8) Information About Brokerage Services (TAR-3001); and
☐ (9) 

(Notice: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are preprinted by the Texas Real Estate Commission (TREC), or published by TAR are appropriate for use with this form.)

E. Buyer may not assign this contract, if Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer is required to have an abstract covering the property examined by an attorney of Buyer's selection, or Buyer shall be furnished with a title policy.

B. If the Property is situated in a utility or other statutory or created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you..."
Commercial Contract - Unimproved Property concerning +/- 9.59 Acres at 9 Lone Star Parkway, Montgomery, TX 77356

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. The real property described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally-influenced submerged lands of the state, §93.166 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §81.026, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that delineates its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, or appraisers is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the creditworthiness of the parties.

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 8, 2028, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT YOUR ATTORNEY BEFORE SIGNING.

Seller: Larry D. Jacobs and Michelle V. Weiss

By: 
Printed Name: 
Title: 

By: 
Printed Name: 
Title: 

Buyer: Samuel Blockin, as trustee or assigns

By: 
Printed Name: 
Title: 

By: 
Printed Name: 
Title: 

(TAR-1002) 1-1-16
AGREEMENT BETWEEN BROKERS

Principal Broker agrees to pay ___________________________ (Cooperating Broker) a fee when the Principal Broker’s fee is received. The fee to be paid to Cooperating Broker will be:

- $______
- ________% of the sales price, or
- ________% of the Principal Broker’s fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker’s fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: ___________________________  Cooperating Broker: ___________________________

By: ___________________________  By: ___________________________

ATTEYREY

Seller’s attorney: ___________________________  Buyer’s attorney: ___________________________

Address: ___________________________  Address: ___________________________

Phone & Fax: ___________________________  Phone & Fax: ___________________________

E-mail: ___________________________  E-mail: ___________________________

Seller’s attorney requests copies of documents, notices, and other information:
☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer’s attorney requests copies of documents, notices, and other information:
☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

ERA, the contract on this day NOV. 4th, 2016 (effective date);

ERT: earnest money in the amount of $10,000.00 in the form of a check transferee

Title company: ___________________________  Address: 4955 W. LINDEN RD. #124

By: ___________________________  Phone & Fax: 454-446-4151 445-4657

Assigned file number (3#) ___________________________  E-mail: sqeuser@adirrepublictitle.com

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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers, and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:
- A BROKER is responsible for all brokerage activities, including those performed by sales agents sponsored by the broker.
- A SALES AGENT must be approved by the broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):
- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction known by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the broker, including information disclosed to the agent by the owner.

AS AGENT FOR BUYER/RENTER: The broker becomes the buyer/renter's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties, the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction fairly and impartially;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions, and advise to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing by the part
ti
d, do the following:
  a. have the buyer/tenant pay a price greater than the price submitted in a written offer;
  b. act in a manner that would prevent another license holder from obtaining a listing or representation agreement.

AS SUBAGENT: A license holder acts as a subagent when, acting as a buyer in a transaction with an agreement to represent the buyer. A subagent can advise the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:
- The broker's duties and responsibilities to you, and your obligations under the representation agreement;
- Who will pay the broker for services promised to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for informational purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Texas CR29, TAC 3004570
Licensed Broker/Owner Firm/Name or Primary Assumed Business Name

(713) 479-7200
Phone

Joel G. English
Lic# 456626
Designated Broker of Firm

Email

Phone

Joel G. English
Lic# 456626
Designated Broker of Firm

Email

Phone

Sales Agent/Associate's Name

Lic# 456626
License No.

Email

Phone

Regulated by the Texas Real Estate Commission
Information available at www.realestate.texas.gov

TAR 2501
This form was produced by the subscriber named below through Texas FormSource.

[Company Name]
[Address]

[Phone Number]

[Email Address]

License No. 456626

[Signature]

[Date]

Buyer/Tenant/Seller/Landlord Initials

Made (713) 479-7200

Voucher

Information available at www.realestate.texas.gov

IAD 1-0

[Website Address]
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 12 – Supporting Documentation for the Site Information Form Part III

• Title Commitment
SCHEDULE A

3 Revision February 13, 2018

Susie Geisler/April Bond/DN/
Effective Date: February 8, 2018, 7:00 A.M.

G.F. No. or File No. 1606981

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: $544,500.00
       PROPOSED INSURED: Emanuel Glockzin
   (b) TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: 
       PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: 
       PROPOSED INSURED:
       Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: 
       PROPOSED INSURED:
       Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: 
       PROPOSED INSURED:
       Proposed Borrower:
   (f) OTHER
       Policy Amount: 
       PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple as to Tract 1 Easement Estate as to Tract 2

3. Record title to the land on the Effective Date appears to be vested in:
   Larry D. Jacobs and Michael V. Wise

4. Legal description of the land:
   TRACT 1:
   A tract of land containing 5.00 acres, more or less, out of that certain 43.86 acre tract in the Benjamin Rigsby Survey,
   Abstract No. 31, Montgomery County, Texas having been conveyed by Deed filed under Clerk's File No. 2007-116280 of the
   Real Property Records of Montgomery County, Texas and being more particularly described in Exhibit "A" attached hereto.

   TRACT 2:
   That certain access easement being a tract of land containing 0.54 acre, more or less, out of that certain 43.86 acre tract in the
   Benjamin Rigsby Survey, Abstract No. 31, Montgomery County, Texas having been conveyed by Deed filed under Clerk's
   File No. 2007-116280 of the Real Property Records of Montgomery County, Texas and being more particularly described in
   Exhibit "A" attached hereto.

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

Old Republic National Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

   In the policy to be issued, Item No. 1 will be deleted.

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

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

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

   (Applies to the Owner’s Policy only.)

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

   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.)

Old Republic National Title Insurance Company
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):

a. Rights of parties in possession. (Owners Policy only)

b. T-19.1 Endorsement and Area & Boundary Coverage is available upon receipt of a current Category IA and/or ALTA certification survey.

c. Access easement dated _____, executed by Larry D. Jacobs and Michael V. Wise to _____, filed under Clerk’s File No. _________ of the Real Property Records of Montgomery County, Texas.

d. Undivided 1/2 royalty interest in all of the oil, gas and other minerals in and under the herein described property reserved by Shirley Bell Campbell in instrument recorded in Volume 223, Page 14 of the Deed Records of Montgomery County, Texas, reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to date of the aforesaid instrument.

Conveyance of mineral interests as set forth in instruments recorded in Volume 919, page 498 and Volume 973, page 344 of the Deed Records of Montgomery County, Texas. Title to said interests has not been investigated subsequent to date thereof. (T-19.1 Endorsement available as to this Exception)

e. Estate created by oil, gas and mineral lease granted to The Texas Company in instrument dated July 13, 1932, recorded in Volume 146, Page 463 of the Deed Records of Montgomery County, Texas, and all of the terms, conditions, and stipulations contained therein. Title to this lease has not been investigated subsequent to the date thereof. (T-19.1 Endorsement available with Item No. 4d deleted as to this Exception)

f. (T-19.2 and T-19.3 Endorsements are NOT available as to above Exceptions)

g. Terms, conditions and stipulations contained in any and all Lease Agreements, whether of record or not.

Old Republic National Title Insurance Company
G.F. No. 1606981

COMMITMENT FOR TITLE INSURANCE

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. OTHER SPECIFIC EXCEPTIONS

   a. Vendor's Lien retained in Deed dated October 1, 2007, recorded in the Real Property Records of Montgomery County, Texas, on October 4, 2007, under Clerk's File No. 2007-116280, from Reuben D. Simonton, IV aka Reuben D. Simonton to Larry D. Jacobs and Michael V. Wise for the benefit of Capital Farm Credit, FLCA as therein provided and all of the terms, provisions and conditions of said instrument.

   Deed of Trust dated October 1, 2007, recorded in the Real Property Records of Montgomery County, Texas, on October 4, 2007, under Clerk's File No. 2007-116281, executed by Larry D. Jacobs a/k/a Larry Don Jacobs and spouse, Beverley Jacobs and Michael V. Wise and spouse, Jo Ann Wise to Ben R. Novosad, Trustee, for the benefit of Capital Farm Credit, FLCA as therein provided, and all of the terms, provisions and conditions of said instrument. (Principal amount of $1,228,000.00) Covers additional properties.

   Said Deed of Trust provides that should grantors convey all or part of the property, the holder of the Note shall have the right and option to declare the entire amount of the Note due and payable.

   b. The purchaser(s) in this transaction has/have ONLY been checked for the existence of a TEXAS WORKFORCE COMMISSION LIEN and FEDERAL JUDGMENT LIENS IN FAVOR OF THE UNITED STATES OR AN AGENT THEREOF they have not been checked for other Abstracts of Judgment, Federal Tax Liens or any other adverse matter. In the event said purchasers should undertake to convey, mortgage, or otherwise hypothecate said interest being acquired by them, this file is to be returned to the examination staff for possible additional requirements.

   c. We require the joinder of Beverley Jacobs and JoAnn Wise in the proposed transaction.

   d. If an EPA endorserrent is required on this transaction, underwriter approval will be necessary before closing is set.

Old Republic National Title Insurance Company
c. NOTICE: If there is an agricultural or timber exemption on subject property we will be unable to make any tax amendments on the Mortgagee Title Policy.

f. T-19.1 Endorsement and Area & Boundary Coverage is available upon receipt of a current Category 1A and/or ALTA certification survey.

NOTE TO ALL BUYERS, SELLERS BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THE COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. THE STATE BOARD OF INSURANCE HAS ADOPTED PROCEDURAL RULE P-27 WHICH WILL REQUIRE THAT "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUNDS ACCOUNT. "GOOD FUNDS" IS DEFINED AS:

a. Cash or wire transfers;

b. Uncertified funds in amounts less than $1,500.00, including checks, traveler’s checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the $1,500.00 limitation;

c. Uncertified funds in amount of $1,500.00 or more, drafts, and any other items when collected by the financial institution;

d. State of Texas Warrants;

e. United States Treasury Checks;

f. Checks drawn on a bank or savings and loan association insured by the FDIC and FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed immediately available funds procedure agreement;

g. Checks by city and county governments in the State of Texas.

Countersigned:

[Signature]

Authorized Signatory

Old Republic National Title Insurance Company
Exhibit "A" Attachment

TRACT 1:

BEING a 5.00 acre tract in the B Rigsby Survey Abstract 31, Montgomery County, Texas and being out of a called 43.86 acre tract of land as recorded under Clerk's File No. 2007-116280 Real Property Records of Montgomery County, Texas, said 5.00 acre tract being more particularly described as follows:

COMMENCING at the southeast corner of restricted RESERVE "A", as shown on a plat called LONESTAR COMMUNITY CENTER, as recorded in Montgomery County Map Records in Cabinet Z, Sheet 1570 and the southerly line of the said 43.86 acre tract proceeding in a westerly direction along said road the following courses, (1) N 80°25'28"W, 46.20 feet, (2) N 82°50'27"W, 145.98 feet, (3) N 83°37'00"W, 104.73 feet, (4) N 89°09'02"W, 104.62 feet, (5) S 88°03'16"W, 3.96 feet to a 5/8" iron rod capped Survtx as the southeast corner of a proposed 80 foot access easement, (6) leaving said road and on the east line of said easement N 01°34'48"W, 229.43 feet to a set 5/8" iron rod capped Survtx as the POINT OF BEGINNING of the herein described 5.00 acres

THENCE N 01 deg. 31' 48" W across the said 43.86 acre tract, a distance of 165.11 feet to a 5/8" iron rod capped "Survtx" being the northwesterly corner of the herein described tract;

THENCE N 86 deg. 22' 01" E across the said 43.86 acre tract, a distance of 82.62 feet to a 5/8" iron rod capped "Survtx" being an interior corner of the herein described tract;

THENCE N 03 deg. 37' 59" W across the said 43.86 acre tract, a distance of 512.21 feet to a 5/8" iron rod capped "Survtx" set in the southerly line of the Evans Heirs tracts of land as recorded in Volume 1058, Page 58 of the Deed Records of Montgomery County, Texas being the upper northwesterly corner of the herein described tract;

THENCE N 88 deg. 44' 24" E along the southerly line of the Evans Tracts, a distance of 304.79 feet to an iron bar for the northwesterly corner of a called 4.00 acre tract of land as recorded in Volume 1090 Page 136, of the Deed Records of Montgomery County Texas, being the northeast corner of the herein described tract;

THENCE S 03 deg. 28' 23" E along the westerly line of the said 4.00 acre tract, a distance of 345.76 feet to 5/8" iron rod found for the southwesterly corner of the said 4.00 acre tract also being the northwesterly corner of Restricted Reserve B of the said Lonestar Community Center, being an angle point of the herein described tract;

THENCE S 03 deg. 33' 50" E along the westerly line of said Reserve B, (passing at 224.24' a 5/8" iron rod for the southwesterly corner of said Reserve B) a distance of 318.83 feet to a 5/8" iron rod capped "Survtx" set in the westerly line of the said 60' Access Easement out of Restricted Reserve A, and being the southeasterly corner of the herein described tract;

THENCE across the said 43.86 acre tract, S 86 deg 22' 01" W, a distance of 391.95 feet to the POINT OF BEGINNING, and containing 5.00 acres of land, more or less.
TRACT 2:

BEING a 0.54 acre tract in the B Rigsby Survey Abstract 31, Montgomery County, Texas and being out of a called 43.86 acre tract of land as recorded under Clerk's File No. 2007-116280 Real Property Records of Montgomery County, Texas, said 0.54 acre tract being more particularly described as follows:

COMMENCING at the southeast corner of restricted RESERVF "A", as shown on a plat callled LONESTAR COMMUNITY CENTER, as recorded in Montgomery County Map Records in Cabinet Z, Sheet 1570 and the southerly line of the said 43.86 acre tract proceeding in a westerly direction along said road the following courses, (1) N 80°25'28"W, 46.20 feet, (2) N 82°59'27"W, 145.98 feet, (3)N 83°37'00"W, 104.73 feet, (4) N 89°09'02"W, 104.62 feet, (5) S 88°03'16"W, 3.96 feet to a 5/8" iron rod capped Survtech as the POINT OF BEGINNING of the herein described 0.54 acres

THENCE S 88 deg. 03' 16" W along the northerly line of Lonestar Parkway, a distance of 60.00 feet to a 5/8" iron rod capped "Survtech" being the southwesterly corner of the herein described tract;

THENCE N 01 deg. 31' 48" W across the said 43.86 acre tract, a distance of 392.77 feet to a 5/8" iron rod capped "Survtech" being the northwesterly corner of the herein described tract;

THENCE N 86 deg. 22' 01" E across the said 43.86 acre tract, a distance of 60.04 feet to a 5/8" iron rod capped "Survtech" being the northeast corner of the herein described tract;

THENCE S 01 deg. 31' 48" E across the said 43.86 acre tract, a distance of 394.54 feet to the POINT OF BEGINNING, and containing 0.54 acres of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.
# Multiple Site Information Form

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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<tbody>
<tr>
<td>Street Address</td>
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</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
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</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
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<tr>
<td>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</td>
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<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
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<tr>
<td>If yes above, describe relationship:</td>
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- **Contract includes more than one tract/lot.** Address, legal description, and acreage are below.
  a. Address
  b. Address
  c. Address

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<th>Contract Number</th>
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Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?  
Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?  
If yes above, describe relationship:  

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

a. Address | Abbreviated Legal | Acres  
b. Address | Abbreviated Legal | Acres  
c. Address | Abbreviated Legal | Acres  

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b. Address | Abbreviated Legal | Acres  
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*Only list if owner has owned <36 mos.*

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

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

If yes above, describe relationship: 

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

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

If a revised form is submitted, date of submission: 

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
Please identify all elected officials which represent the Development Site.

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<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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<thead>
<tr>
<th>State Representative</th>
<th>District</th>
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<tr>
<th>Support Letter</th>
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<tr>
<th>City Mayor</th>
<th>County Judge</th>
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<tr>
<th>School Superintendent</th>
<th>District Name</th>
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<th>Address</th>
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<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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<th>Address</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.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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</table>
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></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
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CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

Part 2. Notifications - Form and Content:

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

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

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

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

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

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

Part 3. No Neighborhood Organizations exist (competitive HTC only):

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

Part 4. Certification

By:

Signature of Applicant/Development Owner

Elaina D. Glockzin

Printed Name

Date

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

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

Notary Public Signature
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

☐ Notifications made at Application:

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

Part 2. Notifications - Form and Content:

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

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

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

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

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

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

Part 3. No Neighborhood Organizations exist (Competitive HTC only):

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

Part 4. Certification

By:

[Signature]

Signature of Applicant/Development Owner

Date

[Date]

Notarize on next page

Elaina D. Glockzin

Printed Name
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 13 day of February, 2018

Rhonda Havel
Notary Public Signature
1. **The proposed Development is:** *(Check all that apply)*

- [ ] New Construction
- [ ] and/or: ___________________________
- *(adaptive reuse select New Construction here and adaptive reuse in next box)*

- Previous TDHCA #: __________
- If Acquisition/Rehab or Rehab, original construction year: __________

- If Reconstruction, Units Demolished: __________  Units Reconstructed: __________

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

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

- **Elderly Limitation**

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

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

- Elderly Preference is based on funding from:

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

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

4. **Narrative**

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

- Star of Texas Seniors is a proposed New Construction development to have thirty-two (32) units, to be located on 5 acres on Lone Star Parkway in Montgomery, Montgomery County, Texas. The development will serve the elderly population and there will be thirty-two units which are income restricted under the Housing Tax-Credit program. Sixteen (16) units will be one-bedroom and sixteen (16) will be two-bedroom. The units will each have amenities such as washer and dryer connections, carpet and vinyl flooring, refrigerator, range, disposal and window coverings. There will also be a community room, a community laundry room, gazebo with sitting area and pavilion with BBQ grills.

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></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 613,529</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

If "Yes" Enter Project Number: **17170** and TDHCA funding source: 

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

If yes, source: 

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

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

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

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

If a revised form is submitted, date of submission: 

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
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<tbody>
<tr>
<td>X 32</td>
<td>7</td>
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</table>

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

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

   A. **Unit Sizes**

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

     | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
     |--------------|---|---|---|---|---|
     | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |

   OR:

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

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

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

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

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

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

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

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

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

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

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

   and

   - Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

   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

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**
   - # of Units: 32
   - Points: 7
   - X 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)(6) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))**
   - **A. Unit Sizes**
     - X 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)**
   - X 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.
     - Yes All Units accessed by the ground floor or by elevator ("affected units"); comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
   - and
   - X 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* Points Claimed: 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* Points Claimed: 0
- At least 5 percent of all low-income Units at 30% or less of AMGI* Points Claimed: 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 Points Claimed: 16
- Number of 30% Units used to score points under §11.9(c)(2)* CHECK YOUR MATH! Points Claimed: 3
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) Points Claimed: 3
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1) Points Claimed: 10
- Percentage used for calculation of eligible points under §11.9(c)(1) Points Claimed: 31.25%

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 Points Claimed: 0
- 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. Points Claimed: 0
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or Points Claimed: 0
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or Points Claimed: 11
- 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)

Existing Development Name: Kennedy Senior Homes

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

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.

Points Claimed: 0

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.

Application is seeking points for Tenant Populations.
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.  

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

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

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

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

Release Date: December 15, 2017

Purpose

The attached list reflects those properties that Department staff has identified as facially satisfying the Section 811 Project Rental Assistance Program (Section 811 PRA Program) qualification requirements for Existing Developments described below. If a 2018 Multifamily Program applicant is intending to participate in the Section 811 PRA Program through using an Existing Development in their portfolio, the Existing Development they select should be reflected on this list.

The list is to help streamline the process of identifying Developments eligible to participate in the 811 Program. Inclusion or absence of a property from the list does not, alone, preclude its use by an Applicant. The final Multifamily Rules and Application Manual will specify how the Applicant should indicate this selection in their Application.

Existing Development Criteria

This list reflects those active properties of five or more units in the Department’s CMTS database that:

- Meet the following criteria:
  - Received an award under a Department administered program in or after 2002 or otherwise approved by the Department,
  - Are located within an Eligible MSA and not already exceeding the maximum 811 Unit commitment,
  - Have a UPCS score of at least 80 on its most recent TDHCA REAC inspection or has not yet had a UPCS inspection, and
  - Have an occupancy rate of at least 85% or have not yet submitted a Unit Status Report; OR
- Properties otherwise approved by the Department; OR
- Properties already participating in the Section 811 PRA Program.

It should be noted that inclusion on the list does not necessarily mean that this property is formally approved for 811 participation (e.g., environmental considerations, exceeding the integrated housing caps, etc.).
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<th>Phone</th>
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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 C.F.R §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 PKA 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, F. 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

Elaina D. Glockzin

Printed Name
President
Title

2/27/2018
Date

The State of Texas

Brazos

Before me, a notary public, on this day personally appeared Elaina D. Glockzin, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 2018

Rhonda Havel
Notary Public Signature

2018 Uniform Multifamily Application Section 811 PRA Certification
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

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

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

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

By:  
Claire E. Brown  
Signature of Authorized Representative

Claire E. Brown  
Printed Name  
President

Title  
2/27/2018  
Date

The State of Texas  

COUNTY OF Brazos  

Before me, a notary public, on this day personally appeared Claire E. Brown, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 2018

[Seal]

Rhonda Havel  
Notary Public Signature

2018 Uniform Multifamily Application Section 811 PRA Certification
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.

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By: [Signature]

Signature of Authorized Representative

Bryan P. Brown

Printed Name

Secretary

Title

2/27/2018

Date

The State of Texas

§

§

COUNTY OF Brazos

§

Before me, a notary public, on this day personally appeared Bryan P. Brown, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 2018

Rhonda Havel
Notary Public Signature

2018 Uniform Multifamily Application Section 811 PRA Certification
1. At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]

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

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

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

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

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

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

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

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

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

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

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

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

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

At-Risk Set-Aside (continued)

- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) is in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

2. Existing Development Assistance On Housing Rehabilitation Activities

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

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

________________________

- A copy of the contract or agreement securing the funds identified above is provided behind this form.
  The source of funds is:________________________
  The annual amount of funds is:________________________
  The number of units receiving assistance:________________________
  The term of the contract or agreement is (date):________________________
  The expiration of the contract or agreement is (date):________________________

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

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

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

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

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

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

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

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

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

How many buildings will be acquired for the Development? __________________________
Are all the buildings currently under control by the Development Owner?  
If “No”, how many buildings are under control by the Development Owner?  
When will the remaining buildings be under control?

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  Related Party  Unrelated Party
2. Building(s) acquired or to be acquired with Buyer’s Basis:
   - [ ] Determined with reference to Seller’s Basis  [ ] Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

---

### Lead Based Paint (Direct Loan Applications Only)

Development constructed before January 1, 1978  
Check each of the following that applies [24 CFR 35.115]:

- [ ] Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
- [ ] The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
- [ ] Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
- [ ] An inspection performed according to HUD standards found the property contained no lead-based paint.
- [ ] According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
- [ ] The rehabilitation will not disturb any painted surface.
- [ ] The property has no bedrooms.
- [ ] The property is currently vacant and will remain vacant until demolition.
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

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

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

Relocation Certification for Section 811 PRA and Direct Loan Applications

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

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

Signature of Applicant

Printed Name

Date
Relocation Certification for Direct Loan Applications

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

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

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

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

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 647.350.

The purpose and goals of the RARAP is to:

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

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

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
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<table>
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<tr>
<th>Printed Name</th>
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</table>

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

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

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

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

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

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

Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
The plans have been designed to meet the requirements for site, land assembly, and the new housing act.

Building X = 1 BRM, 2 PMR
Building Y = 2 BRM, 2 PMR

Accessibility Requirements
25% of 24 units, 1 Kitchen, 1 BRM, 1 PMR
25% of 20 units, 1 Kitchen, 2 BRM, 2 PMR

Parking Requirements
2 Spaces per Unit, 30% of 24 units, 1 Kitchen, 1 BRM, 1 PMR

The proposed plans have been designed to meet the zoning, site development, and building code requirements for the City of Montgomery.
<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>NUMBER OF UNITS</th>
<th>PERCENTAGE</th>
<th>TOTAL AREA</th>
<th>TOTAL PERCENTAGE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BED/1 BATH</td>
<td>10</td>
<td>40%</td>
<td>2,400.00 SF</td>
<td>44%</td>
<td>10,900.00</td>
</tr>
<tr>
<td>2 BED/1 BATH</td>
<td>15</td>
<td>60%</td>
<td>3,600.00 SF</td>
<td>56%</td>
<td>20,700.00</td>
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<td><strong>TOTAL</strong></td>
<td><strong>25</strong></td>
<td><strong>100%</strong></td>
<td><strong>6,000.00 SF</strong></td>
<td><strong>100%</strong></td>
<td><strong>31,600.00</strong></td>
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</tbody>
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N/A = NET SALEABLE AREA.

N/A IS CALCULATED TO THE OUTSIDE EDGE OF STAIR AND TO THE CENTER OF COMMON WALLS.

**BUILDING SYNOPSIS**

<table>
<thead>
<tr>
<th>BUILDING TYPE</th>
<th>USE OF SPACE</th>
<th>N/A AREA</th>
<th>PERCENTAGE</th>
<th>TOTAL AREA</th>
<th>N/A AREA</th>
<th>PERCENTAGE</th>
<th>TOTAL AREA</th>
<th>TOTAL COST</th>
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<td><strong>1,000.00</strong></td>
</tr>
</tbody>
</table>

* THE COMMUNITY BUILDING OR COMMON AREA AND IS NOT INCLUDED IN THE N/A TOTAL. THE N/A AREA ALSO INCLUDES THE PATIO.
TENANT SEPARATION NOTES:

isko BUILDING SCHEDULE

-TYPICAL EXTERIOR WALLS-
1 1/2" TYPICAL EXTERIOR WOOD BOARD ON 2x4 STUDS "R" 20 O.C.

-TYPICAL INTERIOR WALLS-
1 1/2" TYPICAL INTERIOR WOOD BOARD ON 2x4 STUDS "R" 20 O.C.

-1 HR RATED EXTERIOR WALLS-
1 HR RATED INTERIOR TYPICAL WALLS

-1 HR RATED INTERIOR WALLS (TENANT SEPARATION)

-1 HR RATED CEILING (TENANT SEPARATION)

-WALLBOARD, EXTERIOR 1/2" THICK 4'6" X 4'6" SHEETS INSTALLED WITH LONG DIMENSION PERPENDICULAR TO THE WALLS. ONLY IN AREAS WHERE EXTERIOR WALLBOARD COVERS ANY EXTERIOR WALL MATERIALS. WALLBOARD SHALL COVER EXTERIOR WALL MATERIALS AT MOUNTING JOUNTS A/W JOUNCE BRACES TO WALLBOARD OR TO WALLBOARD INSTALLED BETWEEN 1/2" THICK 4'6" X 4'6" SHEETS. WALLBOARD SHALL COVER EXTERIOR WALL MATERIALS AT JOUNCE BRACES TO WALLBOARD."}

FLOOR PLAN 1/4" = 1'-0"
BUILDING "A" - ONE BEDROOM FOURPLEX
ALL CEILING HEIGHT 8'-0"

NET REHEATABLE AREA (NETTED) PER UNIT: 694.84 SQ.ft.

PARKING: 15 PER UNIT

SHEETS: A5

DATE: 12/9/97

A PROPOSED APARTMENT PROJECT FOR:
STAR OF TEXAS SENIORS
LORE STAR ARMS/REX MONTGOMERY, TEXAS

10"
END ELEVATIONS
1/4"=1'-0"

SIDE ELEVATIONS
1/4"=1'-0"

BUILDING "A" - ONE BEDROOM FOURPLEX
HANDICAP ACCESSIBILITY NOTES:

1. Public areas and facilities such as entry ways, trash disposal, mail, stores, office, laundry, etc., shall be accessible by at least one route.

2. Doors to have 32" clearance where passage is required (open way).


4. Door handles shall have a shape that is easy to grasp and does not require tight grasping, pinching or twisting of the wrists shall be mounted at 48" high.

5. Closets and doors shall be mounted at 48" high. Bottom edges of upper cabinets shall be mounted at 48" high.

6. Switches and controls shall be mounted at 48" maximum. Electrical outlets shall be installed at 48" minimum.

7. Audible and visual emergency alarms shall be installed. Switches are to be located in the bedroom and bathrooms with full strings attached. Top position of switch is to be down.

8. Bathrooms doors shall not swing into the clear floor space (60") required for turning.

9. The water closet shall be 17" high at top of seat.

10. Grab bars shall be installed at the towel bars and water closet. Grab bars shall be 36" long, and secured to support a 250 lb. load. See interior elevations for location.

11. Lavatories shall be mounted at 30" minimum with a 18" clearance under the lavatory. See interior elevations for details.

12. Medicine cabinets shall be mounted so that the bottom shelf is at a maximum of 48" high.

13. Shafts to have grab bars, safety rails and controls. Provide a shower grip unit, chair or bench with a minimum of 18".

14. Control(s) at sink, towel bar, and lavatories shall have levered controls.

15. A mirror at kitchen countertop work surface shall be installed at 36" high. Space under counter shall be of 24" deep and shall be otherwise protected at sink and lavatories.

16. Drain pans and water lines shall be centered on Otherwise protected at sink and lavatories.

17. There shall be no sharp or abrasive surfaics at your space under counters or sink.

18. Recesses shall have front control so it is not necessary to reach across to open.

19. At least one front loading washer, and one dryer with controls at 48" maximum shall be available in laundry room. Utilize assistance in otherwise protected.

20. Scale shall be provided at towel bar so that water temperature shall not exceed 140 degrees.

21. The flusher for the water closet shall be located on the wide side of the tank.
HANDICAP ACCESSIBILITY NOTES:

1. PUBLIC AREAS AND FACILITIES SUCH AS ENTRY WAYS, TRANSPORT, HALL, DOORS, OFFICE, LAUNDRY, ETC., SHALL BE ACCESSIBLE BY AT LEAST ONE ROUTE.

2. DOORS TO HAVE HANG 32" CLEARANCE WHERE PASSAGE IS REQUIRED - OPEN IN.

3. THRESHOLD SHALL NOT EXCEED 1/2" IN HEIGHT. DOORS OVER 1/2" SHALL BE REVELED.

4. DOOR HANDICAP SHALL HAVE A SHAPED THAT IS EASY TO GRAB AND DOES NOT REQUIRE TOagna, Fingers OR THUMB. PARTS SHALL BE ADJUSTED AT 48 IN.

5. CLOSET ROSE SHALL BE MOUNTED AT 54" HIGH. BOTTOM SHOWER OF UPPER CABINETS SHALL BE MOUNTED AT 54" HIGH.

6. SWITCHES AND OUTLETS SHALL BE MOUNTED AT 48" MAXIMUM. ELECTRICAL OUTLETS SHALL BE MOUNTED AT 48" MAXIMUM.

7. ALL DEAF AND HEARING DISABLING APPLIANCES SHALL BE INSTALLED. SWITCHES ARE TO BE LOCATED IN THE BEDROOMS AND BATHROOMS WITH FULL STRING ATTACHES, ON POSITION UPTO 18" TO THE CHAIR.

8. BATHROOM DOORS SHALL NOT SHUT INTO THE CLEAR FLOOR SPACE 36" BY 60" REQUIRED FOR FURNITURE.

9. THE WATER CLOSET SHALL BE 18" TO HIGH AT TOP OF SEAT.

10. OVERHEADS MAY BE INSTALLED AT THE TRANSITIONARY, AND WALK IN CLOSET. TUB BARS SHALL BE 6" TO 12" DEPTH, AND ADJUSTED TO SUPPORT A 200 LB. LOAD.

11. IF NARROW, THEN INSTALLATIONS FOR LOCATION.

12. WASHING MACHINES TO HAVE A RUBBER BUMP OR OTHER PROTECTION TO BE MOUNTED AT 36" HIGH. TUB BARS SHALL BE MOUNTED AT 48" MAXIMUM OF 60" MAXIMUM.

13. CONTROLS AT SHOE, TUB/SHOWER AND FIRE AND COMPLIANT WITH 48" AND 60" MAXIMUM.

14. INSTALLATION OF KITCHEN COOKTOPS IN OVER 18" HIGH shall BE MOUNTED IN THE MANUFACTURED CABINETS ON 18" HIGH, SINK SINKS OR BUILT-IN COOKTOPS TO BE MOUNTED IN THE CABINETS ON 18" HIGH. CABINET CLOSETS SHALL BE MOUNTED ON 18" HIGH WITH 24" MAXIMUM.

15. Tfhe NECESSARY TO REACH THE BOTTOM OF THE WALL.

16. DRAIN PIPES AND WATER LINES SHALL BE COVERED OR OTHERWISE PROTECTED AT SHOES AND CLOTHES.

17. THERE SHALL BE NO SHARP OR ARROUSE RIMN KHAT IS NOT ACCESSIBLE UNDER COUNTERS OR SHOES.

18. BUCKS SHALL HAVE PROPER CONTROLS AND IS NOT NEEDED TO REACH ABOVE WASHOE.

19. AT LEAST ONE PROPER LINING AND ONE DRIVEN WITH CONTROLS AT 60" MAXIMUM.

20. INSTALLATION OF LAUNDRY ROOM, UNLESS ACCESSIBLE OR OTHERWISE PROTECTED.

21. SHOWER BUMP SHALL BE INSTALLATION AT TUB/SHELTER SO THAT WATER TEMPERATURE SHALL NOT REACH THE SHOE.
END ELEVATIONS

BOTH END ELEVATIONS ARE THE SAME.

1/4"—1/10"

SIDEBL A E L E VATIONS

BOTH SIDE ELEVATIONS ARE THE SAME.

1/4"—1/10"

BUILDING "B" - TWO BEDROOM FOURPLEX

DATE: A Proposed Apartment Project for: STAR OF TEXAS SENIORS
DATE: 3/15/18
SHEET: 1/2"=1'-0"

COLOR: STAR ORANGE ARTICULATED
<table>
<thead>
<tr>
<th>Unit Type</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>A</td>
<td>1</td>
<td>4</td>
<td>16</td>
<td>12,992</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>4</td>
<td>16</td>
<td>16,608</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2</td>
<td>8</td>
<td><strong>32</strong></td>
<td><strong>29,600</strong></td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**

29,600

**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:

1,800

The lesser of these two numbers added to NRA:

Use this number to figure points under 11.9(e)(2)

29,600

If a revised form is submitted, date of submission:
### 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 G through AA, and rows S3 through 79.

#### Building Configuration (Check all that apply):
- Single Family Construction
- SRO
- Transitional (per §42)(3)(B)
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

#### Development will have:
- Fire Sprinklers
- No Elevators
- No # of Elevators
- N/A
- Net Capacity

#### Number of Parking

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Spacese(consistent with Architectural Drawings):
- Shed or Flat Roof Carport Spaces
- Attached Garage Spaces
- Detached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

#### Floor Composition/Well Height:
- 100% Carpet/Vinyl/Resilient Flooring
- 9 ft Ceiling Height
- % Ceramic Tile
- % Other
- Describe:

#### Unit Type

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
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<td>1</td>
<td>812</td>
</tr>
<tr>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1,038</td>
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</tbody>
</table>

#### Number of Units Per Building

<table>
<thead>
<tr>
<th>Building Label</th>
<th># of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

#### Totals

<table>
<thead>
<tr>
<th>Total # of Residential Buildings</th>
<th>16</th>
<th>12,992</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # of Units</td>
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</tr>
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<td>Total Sq Ft for Unit Type</td>
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<td>29,600</td>
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</table>

#### Net Rentable Square Footage from Rent Schedule

29,600

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**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:
  - 1,600
- The lesser of these two numbers added to NRA:
  - Use this number to figure points under 11.9(e)(2)
  - 29,600

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

__________________________
### Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types **AND** the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>A</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>5%</td>
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<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>32</td>
<td>1.6</td>
<td>2</td>
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<td>2</td>
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</tbody>
</table>

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

### EXAMPLE:

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</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
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<tr>
<td><strong>Total</strong></td>
<td>63</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: ____________________________  ____________________________
Signature                                             Printed Name

______________________________  ______________________________
Date                                                   Firm Name (If applicable)
## Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
1. Distributed throughout the Unit types AND the Development; and
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Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

### Mobility

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</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
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</tr>
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<tr>
<td>32</td>
<td></td>
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<td>1.6</td>
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</tbody>
</table>

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

### EXAMPLE:

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<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
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<td>5%</td>
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<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
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<td>5%</td>
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<td>0.2</td>
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</tr>
</tbody>
</table>

*NOTE: Required is 5, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

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

By: [Signature]

Printed Name: [Name]

Firm Name (If applicable)

Date: 2-23-18
# 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).

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<tr>
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</tbody>
</table>

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

**EXAMPLE:**

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</tr>
<tr>
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</table>

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

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

By:  

**Signature**  

**Date**  

**HARRY BOSTIC**  

**Printed Name**  

**MYRIAD DESIGNS, LTD**  

**Firm Name (If applicable)**
Accessible Hearing/Visual Units Calculation

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

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

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A - 1/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B - 2/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>32</td>
<td></td>
<td>0.64</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

EXAMPLE

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

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

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

By: ________________________________ Printed Name: ________________________________
Signature: ________________________________

Date: ________________________________ Firm Name (If applicable): ________________________________
Accessible Hearing/Visual Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
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</tr>
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<td></td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
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<td>2</td>
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*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

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<td>0.08</td>
<td>1</td>
<td>1</td>
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<td>2</td>
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*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

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

By: [Signature]

Printed Name: [Name]

Date: 2-23-18

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

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

Parking requirements based on:

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

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

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

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

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be 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>80</th>
<th>Percentage of Total</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>80</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>80</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.6666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.2222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></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

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

In C32, enter the total number of accessible spaces required

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>8</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>8</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>8</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**EXAMPLE**

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

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

By: ____________________________

Signature

Printed Name

Date

Firm Name (If applicable)
Accessible Parking Calculation

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

Parking requirements based on:

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

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

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

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

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be 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>80</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>80</td>
<td>1</td>
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<tr>
<td>Carports</td>
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</tr>
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<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

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

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>8</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>8</td>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>8</td>
<td>8</td>
<td>1</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</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Garages</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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By: [Signature]

Date: 2-23-18

Printed Name: [signature]

Firm Name (If applicable): [signature]
### Rent Schedule

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

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>812</td>
<td>2,436</td>
<td>402</td>
<td>57</td>
<td>345</td>
<td>1,035</td>
</tr>
<tr>
<td>TC 50%</td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>812</td>
<td>4,060</td>
<td>670</td>
<td>57</td>
<td>613</td>
<td>3,065</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>812</td>
<td>6,496</td>
<td>804</td>
<td>57</td>
<td>747</td>
<td>5,976</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>2</td>
<td>1.0</td>
<td>1038</td>
<td>3,114</td>
<td>783</td>
<td>70</td>
<td>413</td>
<td>1,239</td>
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<tr>
<td>TC 50%</td>
<td>5</td>
<td>2</td>
<td>1.0</td>
<td>1038</td>
<td>5,190</td>
<td>805</td>
<td>70</td>
<td>735</td>
<td>3,675</td>
</tr>
<tr>
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<td>2</td>
<td>1.0</td>
<td>1038</td>
<td>8,304</td>
<td>966</td>
<td>70</td>
<td>896</td>
<td>7,168</td>
</tr>
</tbody>
</table>

**Application Fees/Credit Reports**

- **Non Rental Income** per unit/month:
  - $10.00
  - $0.00
  - $0.00

**TOTAL NONRENTAL INCOME** per unit/month: $10.00

**POTENTIAL GROSS MONTHLY INCOME**

- **Provision for Vacancy & Collection Loss** % of Potential Gross Income: 7.50%

**EFFECTIVE GROSS MONTHLY INCOME**

- **Rental Concessions (enter as a negative number)** Enter as a negative value

**EFFECTIVE GROSS ANNUAL INCOME**

\[ \times 12 = \text{EFFECTIVE GROSS ANNUAL INCOME} \]

249,506
## Rent Schedule

**MF-4/12/2018-12:20pm-bps**

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

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<td>747</td>
<td>5,976</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>2</td>
<td>1.0</td>
<td>1,038</td>
<td>3,114</td>
<td>483</td>
<td>70</td>
<td>413</td>
<td>1,239</td>
</tr>
<tr>
<td>TC 50%</td>
<td>5</td>
<td>2</td>
<td>1.0</td>
<td>1,038</td>
<td>5,190</td>
<td>805</td>
<td>70</td>
<td>735</td>
<td>3,675</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>2</td>
<td>1.0</td>
<td>1,038</td>
<td>8,304</td>
<td>966</td>
<td>70</td>
<td>896</td>
<td>7,168</td>
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### Total

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>33</td>
</tr>
<tr>
<td><strong>29,600</strong></td>
<td><strong>22,158</strong></td>
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</tbody>
</table>

- **Non Rental Income** $10.00 per unit/month
- **APPLICATION FEES/CREDIT REPORTS** $320
- **TOTAL NONRENTAL INCOME** $10.00 per unit/month
- **POTENTIAL GROSS MONTHLY INCOME** $22,478
- **PROVISION FOR VACANCY & COLLECTIVE LOSS** $7,500 (1,686)
- **RENTAL CONCESSIONS (enter as a negative number)**
- **EFFECTIVE GROSS MONTHLY INCOME** $20,792
- **EFFECTIVE GROSS ANNUAL INCOME** $249,596

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

**Housing Tax Credits**

<table>
<thead>
<tr>
<th>TC30%</th>
<th>19%</th>
<th>19%</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC40%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>31%</td>
<td>31%</td>
<td>10</td>
</tr>
<tr>
<td>TC60%</td>
<td>50%</td>
<td>50%</td>
<td>16</td>
</tr>
</tbody>
</table>

**National Housing Trust Fund**

<table>
<thead>
<tr>
<th>HTF30%</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF40%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF60%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF80%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Direct Loan**

| 30% |     |     |   |
| LH/50% |     |     |   |
| HH/60% |     |     |   |
| HH/80% |     |     |   |

**Mortgage Revenue Bond**

| MRB30% |     |     |   |
| MRB40% |     |     |   |
| MRB50% |     |     |   |
| MRB60% |     |     |   |

**Bedrooms**

<table>
<thead>
<tr>
<th>0</th>
<th>0</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

**Cost per Sq Ft**

- Acquisition + Hard: $118.37
- Hard: $118.37
- Building: $72.75

**Note:** Do not use this calculation to score points under 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$   11</td>
<td>$ 13</td>
<td></td>
<td></td>
<td></td>
<td>Montgomery County 11/1/2016</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$    3</td>
<td>$  4</td>
<td></td>
<td></td>
<td></td>
<td>Montgomery County 11/1/2016</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$   18</td>
<td>$ 20</td>
<td></td>
<td></td>
<td></td>
<td>Montgomery County 11/1/2016</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$   16</td>
<td>$ 22</td>
<td></td>
<td></td>
<td></td>
<td>Montgomery County 11/1/2016</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$    9</td>
<td>$ 11</td>
<td></td>
<td></td>
<td></td>
<td>Montgomery County 11/1/2016</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$    -</td>
<td>$ 57</td>
<td>$ 70</td>
<td>$    -</td>
<td>$    -</td>
<td></td>
</tr>
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</table>

Other (Describe)

If a revised form is submitted, date of submission: _____________________________
# Allowances for Tenant-Furnished Utilities and Other Services

## Montgomery County TX

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Unit Type</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0 BR</td>
</tr>
<tr>
<td>Heating</td>
<td>multi family</td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Other — specify</td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>

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

Complete below for the actual unit rented.

### Other = up charge for natural gas

---

**Name of Family:**

**Address of Unit:**

**Number of Bedrooms:**

---

Previous editions are obsolete

Page 1 of 1

form HUD-52667 (12/97)

ref. Handbook 720.8
### Multifamily units

**Dollar Allowances**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
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<tbody>
<tr>
<td>Multifamily units</td>
<td>11/01/2017</td>
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</table>

#### Allowances for Tenant-Furnished Utilities and Other Services

**Jurisdiction:** Montgomery County, TX (including Conroe, Willis, Montgomery, Deer Park, The Woodlands, all cities therein)

**Authority:** Montgomery County Housing Authority

<table>
<thead>
<tr>
<th>Heating</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Natural Gas</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>7</td>
<td>11</td>
<td>13</td>
<td>18</td>
<td>22</td>
<td>26</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cooking</th>
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<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Natural Gas</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Other Electric</th>
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<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioning</td>
<td>14</td>
<td>18</td>
<td>20</td>
<td>24</td>
<td>27</td>
<td>29</td>
</tr>
<tr>
<td>Water Heating a. Natural Gas</td>
<td>12</td>
<td>16</td>
<td>22</td>
<td>26</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>7</td>
<td>9</td>
<td>11</td>
<td>13</td>
<td>18</td>
<td>22</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Water</th>
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<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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<tbody>
<tr>
<td>12</td>
<td>12</td>
<td>12</td>
<td>17</td>
<td>20</td>
<td>25</td>
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</table>

<table>
<thead>
<tr>
<th>Sewer</th>
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<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>23</td>
<td>23</td>
<td>29</td>
<td>32</td>
<td>37</td>
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</table>

<table>
<thead>
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<th>Trash Collection</th>
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<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Range/Microwave</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Refrigerator</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other – Gas up charge for tenant</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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</thead>
<tbody>
<tr>
<td>15</td>
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<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>

---

**Actual Family Allowances**

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

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$57</td>
</tr>
<tr>
<td>Cool ng</td>
<td>$70</td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Name of Family**

**Address of unit**

**Number of Bedrooms**

**Total** $
### Annual Operating Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General &amp; Administrative Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$5,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,500</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$1,700</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$14,200</td>
</tr>
<tr>
<td><strong>Management Fee</strong></td>
<td></td>
</tr>
<tr>
<td>Percent of Effective Gross Income</td>
<td>4.86%</td>
</tr>
<tr>
<td><strong>Payroll, Payroll Tax &amp; Employee Benefits</strong></td>
<td></td>
</tr>
<tr>
<td>Management</td>
<td>$18,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$16,000</td>
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<tr>
<td>Other Payroll Tax</td>
<td>$3,000</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>$5,000</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$42,000</td>
</tr>
<tr>
<td><strong>Repairs &amp; Maintenance</strong></td>
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</tr>
<tr>
<td>Elevator</td>
<td>$0</td>
</tr>
<tr>
<td>Exterminating</td>
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</tr>
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<td>Grounds</td>
<td>$10,440</td>
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<tr>
<td>Make-ready</td>
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<tr>
<td>Repairs</td>
<td>$7,000</td>
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</tr>
<tr>
<td>Other Fire Alarm Inspection</td>
<td>$500</td>
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<tr>
<td>Other</td>
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<td>Total Repairs &amp; Maintenance:</td>
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<tr>
<td><strong>Utilities (Enter Only Property Paid Expense)</strong></td>
<td></td>
</tr>
<tr>
<td>Electric Mid South Synergy</td>
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</tr>
<tr>
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<td>$600</td>
</tr>
<tr>
<td>Trash City of Montgomery</td>
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<tr>
<td>Water/Sewer City of Montgomery</td>
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<tr>
<td>Other</td>
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<td>Other</td>
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</tr>
<tr>
<td>Total Utilities:</td>
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<tr>
<td><strong>Property Taxes</strong></td>
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</tr>
<tr>
<td>Annual Property Taxes</td>
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</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td>Total Property Taxes:</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Reserve for Replacements</strong></td>
<td></td>
</tr>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$4,300</td>
</tr>
<tr>
<td><strong>Total Annual Expenses</strong></td>
<td>$157,560</td>
</tr>
<tr>
<td>Expense per unit</td>
<td>$4,924</td>
</tr>
<tr>
<td>Expense to Income Ratio</td>
<td>63.15%</td>
</tr>
<tr>
<td><strong>Net Operating Income (before debt service)</strong></td>
<td>$91,946</td>
</tr>
<tr>
<td><strong>Annual Debt Service</strong></td>
<td></td>
</tr>
<tr>
<td>Prosperity Bank</td>
<td>$71,566</td>
</tr>
<tr>
<td>Total Annual Debt Service</td>
<td>$71,566</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
</tr>
<tr>
<td><strong>Net Cash Flow</strong></td>
<td>$20,380</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Income</td>
<td>$3,840</td>
<td>$3,917</td>
<td>$3,995</td>
<td>$4,075</td>
<td>$4,157</td>
<td>$4,589</td>
<td>$5,067</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($20,230)</td>
<td>($20,635)</td>
<td>($21,048)</td>
<td>($21,468)</td>
<td>($21,898)</td>
<td>($24,177)</td>
<td>($26,693)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Effective Gross Annual Income</td>
<td>$249,506</td>
<td>$254,496</td>
<td>$259,586</td>
<td>$264,778</td>
<td>$270,073</td>
<td>$298,183</td>
<td>$329,218</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$14,200</td>
<td>$14,626</td>
<td>$15,065</td>
<td>$15,517</td>
<td>$15,982</td>
<td>$18,528</td>
<td>$21,479</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$12,120</td>
<td>$12,362</td>
<td>$12,610</td>
<td>$12,862</td>
<td>$13,119</td>
<td>$14,485</td>
<td>$15,992</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$26,940</td>
<td>$27,748</td>
<td>$28,581</td>
<td>$29,438</td>
<td>$30,321</td>
<td>$35,151</td>
<td>$40,749</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$6,600</td>
<td>$6,798</td>
<td>$7,002</td>
<td>$7,212</td>
<td>$7,428</td>
<td>$8,612</td>
<td>$9,983</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,095</td>
<td>$30,252</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$8,000</td>
<td>$8,240</td>
<td>$8,487</td>
<td>$8,742</td>
<td>$9,004</td>
<td>$10,438</td>
<td>$12,101</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,300</td>
<td>$4,429</td>
<td>$4,562</td>
<td>$4,699</td>
<td>$4,840</td>
<td>$5,611</td>
<td>$6,504</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$157,560</td>
<td>$162,166</td>
<td>$166,907</td>
<td>$171,788</td>
<td>$176,813</td>
<td>$204,251</td>
<td>$235,983</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$91,946</td>
<td>$92,330</td>
<td>$92,679</td>
<td>$92,989</td>
<td>$93,260</td>
<td>$93,932</td>
<td>$93,234</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$20,380</td>
<td>$20,764</td>
<td>$21,113</td>
<td>$21,423</td>
<td>$21,694</td>
<td>$22,366</td>
<td>$21,668</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$20,380</td>
<td>$41,144</td>
<td>$62,257</td>
<td>$83,681</td>
<td>$105,375</td>
<td>$215,524</td>
<td>$325,610</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.30</td>
<td>1.30</td>
<td>1.30</td>
<td>1.31</td>
<td>1.30</td>
</tr>
</tbody>
</table>

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

---

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

Printed Name:  
Phone:  
Email:  
Date:  

**Signature, Authorized Representative, Syndicator**

Printed Name:  
Phone:  
Email:  
Date:  

If a revised form is submitted, date of submission:  

---
The pro formas 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, 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 mode during the preference 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>$169,896</td>
<td>$211,714</td>
<td>$276,838</td>
<td>$322,171</td>
<td>$387,814</td>
<td>$917,770</td>
<td>$520,844</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$8,840</td>
<td>$9,017</td>
<td>$9,295</td>
<td>$9,575</td>
<td>$9,957</td>
<td>$4,457</td>
<td>$4,588</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$169,896</td>
<td>$211,714</td>
<td>$276,838</td>
<td>$322,171</td>
<td>$387,814</td>
<td>$917,770</td>
<td>$520,844</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$249,566</td>
<td>$241,484</td>
<td>$256,581</td>
<td>$264,678</td>
<td>$270,078</td>
<td>$298,188</td>
<td>$326,718</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$44,200</td>
<td>$46,626</td>
<td>$51,065</td>
<td>$55,517</td>
<td>$59,982</td>
<td>$18,528</td>
<td>$21,479</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$12,120</td>
<td>$12,312</td>
<td>$12,510</td>
<td>$12,712</td>
<td>$12,913</td>
<td>$13,112</td>
<td>$13,413</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$42,000</td>
<td>$48,626</td>
<td>$55,958</td>
<td>$61,485</td>
<td>$67,000</td>
<td>$44,135</td>
<td>$50,785</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$26,400</td>
<td>$27,748</td>
<td>$28,881</td>
<td>$29,959</td>
<td>$30,812</td>
<td>$7,128</td>
<td>$9,888</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$6,600</td>
<td>$6,788</td>
<td>$7,022</td>
<td>$7,264</td>
<td>$7,498</td>
<td>$5,128</td>
<td>$8,988</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,400</td>
<td>$13,602</td>
<td>$14,312</td>
<td>$15,068</td>
<td>$15,762</td>
<td>$17,484</td>
<td>$20,249</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,200</td>
<td>$10,402</td>
<td>$10,604</td>
<td>$10,806</td>
<td>$10,402</td>
<td>$10,402</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$20,000</td>
<td>$20,602</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,498</td>
<td>$23,101</td>
<td>$23,498</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$8,000</td>
<td>$8,240</td>
<td>$8,497</td>
<td>$8,742</td>
<td>$8,994</td>
<td>$10,498</td>
<td>$12,101</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,200</td>
<td>$4,428</td>
<td>$4,668</td>
<td>$4,912</td>
<td>$5,166</td>
<td>$5,512</td>
<td>$6,004</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$157,566</td>
<td>$161,766</td>
<td>$165,907</td>
<td>$171,288</td>
<td>$176,613</td>
<td>$204,251</td>
<td>$232,589</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$92,482</td>
<td>$79,718</td>
<td>$90,931</td>
<td>$93,385</td>
<td>$94,251</td>
<td>$74,527</td>
<td>$84,129</td>
</tr>
</tbody>
</table>

| DEBT SERVICE                   |         |         |         |         |         |         |         |
| First Deed of Trust Annual Loan Payment | $71,566 | $71,566 | $71,566 | $71,566 | $71,566 | $71,566 | $71,566 |
| Second Deed of Trust Annual Loan Payment |         |         |         |         |         |         |         |
| Third Deed of Trust Annual Loan Payment |         |         |         |         |         |         |         |
| Other Annual Required Payment  |         |         |         |         |         |         |         |
| Other Annual Required Payment  |         |         |         |         |         |         |         |
| ANNUAL NET CASH FLOW           | $20,980 | $20,764 | $21,113 | $21,428 | $21,894 | $22,368 | $23,662 |
| CUMULATIVE NET CASH FLOW       | $20,980 | $41,744 | $62,757 | $83,681 | $105,575 | $215,524 | $325,810 |
| Debt Coverage Ratio            |         |         |         |         |         |         |         |
| Other (Describe)               |         |         |         |         |         |         |         |
| Other (Describe)               |         |         |         |         |         |         |         |
**Off-Site Cost Breakdown**

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paving</td>
<td>$52/SY</td>
<td>1,500 SY</td>
<td>$78,000.00</td>
<td>$7,800.00</td>
<td>$</td>
<td>$85,800.00</td>
</tr>
<tr>
<td>Storm Drain &amp; Devices</td>
<td>$205/LF</td>
<td>80 LF</td>
<td>$16,400.00</td>
<td>$1,640.00</td>
<td>$</td>
<td>$18,040</td>
</tr>
<tr>
<td>Water Line &amp; Fire Hydrants</td>
<td>$40/LF</td>
<td>250 LF</td>
<td>$10,000.00</td>
<td>$1,000.00</td>
<td>$</td>
<td>$11,000</td>
</tr>
<tr>
<td>Sewer Line</td>
<td>$65/LF</td>
<td>450 LF</td>
<td>$29,250.00</td>
<td>$2,925.00</td>
<td>$</td>
<td>$32,175</td>
</tr>
<tr>
<td>Electrical</td>
<td>$50/LF</td>
<td>460 LF</td>
<td>$23,000.00</td>
<td>$2,300.00</td>
<td>$</td>
<td>$25,300</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$172,315</td>
</tr>
</tbody>
</table>

**Signature of Registered Engineer responsible for Budget Justification**

*Seal*

**Printed Name**

**Date**

If a revised form is submitted, date of submission:
### Off-Site Cost Breakdown

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>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>Pavement</td>
<td>$52 / sy</td>
<td>1,000 sy</td>
<td>$78,000</td>
<td>$7,200</td>
<td>$32,400</td>
<td>$85,800</td>
</tr>
<tr>
<td>Storm Drain &amp; Devices</td>
<td>$205 / LF</td>
<td>80 LF</td>
<td>$16,400</td>
<td>$15,000</td>
<td>$18,040</td>
<td>$33,440</td>
</tr>
<tr>
<td>Water Line &amp; Fire Hydrants</td>
<td>$40 / LF</td>
<td>250 LF</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$11,000</td>
<td>$16,000</td>
</tr>
<tr>
<td>Sewer Line</td>
<td>$65 / LF</td>
<td>450 LF</td>
<td>$29,250</td>
<td>$2,925</td>
<td>$32,175</td>
<td>$35,100</td>
</tr>
<tr>
<td>Electrical</td>
<td>$38 / LF</td>
<td>460 LF</td>
<td>$33,000</td>
<td>$2,300</td>
<td>$25,300</td>
<td>$27,600</td>
</tr>
</tbody>
</table>

_lines 35-37 hidden_

**Total**

$156,050

**$156,050**

**$172,915**

Signature of Registered Engineer responsible for Budget Justification

Jeffery L. Robertson

Printed Name

2/21/18

Date

If a revised form is submitted, date of submission:
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater Detention</td>
<td>$21,000/L.S.</td>
<td>1 L.S.</td>
<td>$21,000.00</td>
<td>$2,100.00</td>
<td>$23,100</td>
<td></td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$8/CY</td>
<td>3,125/CY</td>
<td>$25,000.00</td>
<td>$2,500.00</td>
<td>$27,500</td>
<td></td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$10/CY</td>
<td>9,250/CY</td>
<td>$92,500.00</td>
<td>$9,250.00</td>
<td>$101,750</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>$5.80/SF</td>
<td>11,060/SF</td>
<td>$64,035.00</td>
<td>$6,404.00</td>
<td>$70,439</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>$50/LF</td>
<td>1,450/LF</td>
<td>$72,500.00</td>
<td>$7,250.00</td>
<td>$79,750</td>
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</tr>
<tr>
<td>Water Line</td>
<td>$52.5/LF</td>
<td>1,730/LF</td>
<td>$90,825.00</td>
<td>$9,083.00</td>
<td>$99,908</td>
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</tr>
<tr>
<td>Sewer Line</td>
<td>$96/LF</td>
<td>635/LF</td>
<td>$60,960.00</td>
<td>$6,096.00</td>
<td>$67,056</td>
<td></td>
</tr>
<tr>
<td>Storm Line</td>
<td>$131/LF</td>
<td>400/LF</td>
<td>$52,400.00</td>
<td>$5,240.00</td>
<td>$57,640</td>
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</tr>
<tr>
<td>Paving</td>
<td>$50.60</td>
<td>4,500/SY</td>
<td>$227,700.00</td>
<td>$22,770.00</td>
<td>$250,470</td>
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</tr>
<tr>
<td>Bumper Stops, Striping, Signs</td>
<td>$13,000/L.S.</td>
<td>1 L.S.</td>
<td>$13,000.00</td>
<td>$1,300.00</td>
<td>$14,300</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$ 791,913</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Date

If a revised form is submitted, date of submission:

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

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

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

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

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

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

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

---

This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form. **or Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

---

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone/soil Detention</td>
<td>$21,000/l.t.</td>
<td>1.15</td>
<td>$23,100</td>
<td>$23,100</td>
<td>$21,000</td>
<td>$44,200</td>
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<td>Kerb Grading</td>
<td>$38/1'y.</td>
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<td>$26,000</td>
<td>$26,000</td>
<td>$23,500</td>
<td>$49,500</td>
</tr>
<tr>
<td>Fire Grading</td>
<td>$90/1'y.</td>
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<td>$92,500</td>
<td>$92,500</td>
<td>$89,050</td>
<td>$181,550</td>
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<tr>
<td>Lawn Care</td>
<td>$50.00/100</td>
<td>91,250</td>
<td>$48,035</td>
<td>$48,035</td>
<td>$46,085</td>
<td>$94,120</td>
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<tr>
<td>Electrical</td>
<td>$100/100</td>
<td>1,150</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$11,750</td>
<td>$23,750</td>
</tr>
<tr>
<td>Water Line</td>
<td>$85.00/LF</td>
<td>1,730</td>
<td>$19,050</td>
<td>$19,050</td>
<td>$18,250</td>
<td>$37,300</td>
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<td>Sanitary Line</td>
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<td>$60,960</td>
<td>$60,960</td>
<td>$59,684</td>
<td>$119,644</td>
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<td>Storm Line</td>
<td>$91.00/LF</td>
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<td>$91,400</td>
<td>$91,400</td>
<td>$80,826</td>
<td>$172,226</td>
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<tr>
<td>Paving</td>
<td>$50.00/LF</td>
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<td>$51,400</td>
<td>$51,400</td>
<td>$49,840</td>
<td>$101,240</td>
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<tr>
<td>Sprinkler System, Striping, Trans</td>
<td>$13,000/100</td>
<td>1.15</td>
<td>$15,000</td>
<td>$15,000</td>
<td>$14,300</td>
<td>$29,300</td>
</tr>
</tbody>
</table>

**Total**                          |                        |                            | $719,920                    | $719,920             | $674,920                           | $1,300                  |

**Signature of Registered Engineer**

Jeffrey L. Robertson

**Date**
2/21/18

If a revised form is submitted, date of submission:

**NON ELIGIBLE:** $46,000  
**ELIGIBLE BASIS:** $674,920  
**TOTAL:** $719,920
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

REFERENCE: Star of Texas Seniors, Ltd.  
Estimated Site Work Cost Break Down Schedule

We have been requested by the Developer to provide an informal review of the estimated costs of the Site Work Cost Break Down ("the Schedule") and comment on the line items that would not be considered part of Eligible Basis, if the appropriate types of cost are included in the cost categories. There has been no review of any source documentation, only "the Schedule." Only estimates of the budgeted amounts were used, no additional work has been done to determine the accuracy of the estimates or budgeted amounts used by management.

Based on our review of "the Schedule," it is estimated that of the total estimated Site Work Cost of $719,920 it is estimated that $46,000 of the total construction cost is believed to be non-eligible basis. If we had conducted an audit of "the Schedule" mentioned above, the audit steps taken may have resulted in a different outcome, including the inability to state an opinion on the total construction cost or there may be more or less cost properly classified as non-eligible basis.

This report is intended solely for the information and use of the Development Owner and the Texas Department of Housing and Community Affairs.

We have no financial interest in the Development other than in the practice of our profession.

Angela M. Pogue, P.C.  
Auditor Firm Name

February 22, 2018  
Date

Certified Public Accountant  
Title

If the Department should have any questions relating to the information presented in this informal review, provide the following contact information:

Kimberly A. Clakley  
Contact Name

512-338-0044  
Contact Phone

kimberly@lampc.com  
Contact Email
## Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cost</td>
<td>Acquisition</td>
</tr>
<tr>
<td>ACQUISITION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>544,500</td>
<td></td>
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<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$544,500</td>
<td>$0</td>
</tr>
<tr>
<td>OFF-SITES²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>16,400</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>29,250</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>78,000</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>23,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$156,650</td>
<td>$0</td>
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<tr>
<td>SITE WORK³</td>
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<td></td>
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<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
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<td></td>
</tr>
<tr>
<td>Detention</td>
<td>21,000</td>
<td></td>
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<tr>
<td>Rough grading</td>
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<tr>
<td>Fine grading</td>
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<td>92,500</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>64,035</td>
<td>64,035</td>
</tr>
<tr>
<td>On-site electrical</td>
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<td>72,500</td>
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<tr>
<td>On-site paving</td>
<td>227,700</td>
<td>227,700</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>204,185</td>
<td>204,185</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>13,000</td>
<td>13,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$719,920</td>
<td>$0</td>
</tr>
<tr>
<td>SITE AMENITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$100,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Scratch Paper/Notes

Self Score Total: 12
**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>800,000</td>
<td>800,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Metals</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Woods and Plastics</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>43,960</td>
<td>43,960</td>
</tr>
<tr>
<td>Furnishings</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>133,000</td>
<td>133,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>280,000</td>
<td>280,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>240,000</td>
<td>240,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>96,440</td>
<td>96,440</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
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<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Building Costs Before 11.9(e)(2)</strong></td>
<td><strong>$2,153,400</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Voluntary Eligible Building Costs (After 11.9(e)(2))</strong></td>
<td><strong>$72.75 psf</strong></td>
<td><strong>$2,153,400</strong></td>
</tr>
<tr>
<td><strong>TOTAL BUILDING COSTS &amp; SITE WORK (including site amenities)</strong></td>
<td><strong>$2,973,320</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>Contingency</td>
<td>4.67%</td>
<td>146,300</td>
</tr>
<tr>
<td><strong>TOTAL HARD COSTS</strong></td>
<td><strong>$3,276,270</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Total Contractor Fees</strong></td>
<td><strong>$430,200</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

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

<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><strong>Total Contractor Fees</strong></td>
<td><strong>$430,200</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>210,000</td>
<td>210,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
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<td>20,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Appraisal</td>
<td>10,000</td>
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</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Environmental assessment</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>35,014</td>
<td>35,014</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

|$472,014| $0| $472,014|

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
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<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>10,000</td>
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<tr>
<td>Bond premium</td>
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<td>Credit report</td>
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</tr>
<tr>
<td>Discount points</td>
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</table>

#### BRIDGE LOAN(S)

<table>
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<th>Cost Type</th>
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<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
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<td>80,000</td>
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<tr>
<td>Loan origination fees</td>
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<td>10,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

| Other (specify) - see footnote 1              |          |          |
| Other (specify) - see footnote 1              |          |          |
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
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<tr>
<td>Tax and/or bond counsel</td>
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<tr>
<td>Payment bonds</td>
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<tr>
<td>Performance bonds</td>
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<tr>
<td>Credit enhancement fees</td>
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<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></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: **$455,000**

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>38,000</td>
<td>38,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td>835,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>835,000</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: **$873,000** (19.09%

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>100,000</td>
</tr>
<tr>
<td>Operating</td>
<td></td>
</tr>
<tr>
<td>Replacement</td>
<td>200,000</td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: **$300,000**

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>$6,350,984</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$5,243,834</td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

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

**Total Eligible Basis:**
- $0
- $5,243,834

**High Cost Area Adjustment (100% or 130%)**
- 130%

**Total Adjusted Basis:**
- $0
- $6,816,984

**Applicable Fraction:**
- 9%

**Total Qualified Basis:**
- $613,529
- $0
- $613,529

**Applicable Percentage:**
- 100.00%

**Credits Supported by Eligible Basis:**
- **$613,529**
- **$0**
- **$613,529**

*(May be greater than actual request)*

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

---

**Requested Score for 11.9(e)(2)**: 12

**Name of contact for Cost Estimate:** Emanuel H. Glockzin, Jr.

**Phone Number for Contact:** 979-846-8878

If a revised form is submitted, date of submission: **[Insert Date]**
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Prosperity Bank</td>
<td>Conventional Loan</td>
<td>$1,100,000</td>
<td>$1,100,000</td>
<td>5.00%</td>
<td>30</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boston Capital</td>
<td>HTC</td>
<td>$613,529</td>
<td>$4,969,585</td>
<td>$4,969,585</td>
<td>$0.81</td>
</tr>
</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Montgomery</td>
<td>In-Kind Contribution</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commonwealth Development</td>
<td>Deferred Developer</td>
<td>$279,399</td>
<td>$279,399</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

Total Sources of Funds: $6,350,984

### Total Uses of Funds

Total Uses of Funds: $6,350,984
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. Finally, describe/explain replacement reserves. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources of funds 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).

Star of Texas Seniors will be financed with a combination of Housing Tax Credits, a conventional bank loan, a financial commitment from the City of Montgomery in the form of a Resolution for a reduction of $2,000 towards water/sewer tap fees, and also a deferred developer fee. Boston Capital will be the Tax Credit Investor and their attached term letter reflects a $0.81 acquisition price for a total equity contribution of $4,969,585. Prosperity Bank has issued a commitment letter for a Conventional Loan in the amount of $1,100,000, amortized for 30 years with a term of fifteen at an interest rate of 5% and 1 year interim construction loan. This bank loan will assume the first lien position. There will also be a deferred development fee in the amount of $279,399 which will be payable to the developer Commonwealth Development, Inc., and will be paid from cash flow.

Describe the replacement reserves:

A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to the application loan documents.

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:

Properties rents will be collected at the first of the month and will be considered late on the 5th in which late fees will be charged. Star of Texas Seniors rents are based on 30%, 50%, and 60% units. Star of Texas Seniors will not have operating subsidies or project based assistance but will accept HUD vouchers from qualified tenants. Timeline - 9% HTC Applications due 3/1/2018, Market Study due 4/1/2018, 9% HTC Awards 7/31/2018, Closing of Land 9/30/2018, Finance, Limited Partnership and Loan Closing, Building Permits and Start Construction by October 31, 2018, Begin Lease Up October, 2019 and 100% Lease and Complete by December, 2019.

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: ___________________________

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).

Star of Texas Seniors will be financed with a combination of Housing Tax Credits, a conventional bank loan, a financial commitment from the City of Montgomery in the form of a Resolution for a reduction of $2,000 towards water/sewer tap fees, and also a deferred developer fee. Boston Capital will be the Tax Credit Investor and their attached term letter reflects a $0.81 acquisition price for a total equity contribution of $4,969,585. Prosperity Bank has issued a commitment letter for a Conventional Loan in the amount of $1,100,000, amortized for 30 years with a term of fifteen at an interest rate of 5% and 1 year interim construction loan. This bank loan will assume the first lien position. There will also be a deferred development fee in the amount of $279,339 which will be payable to the developer Commonwealth Development, Inc., and will be paid from cash flow.

Describe the replacement reserves:
A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to the application loan documents.

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):

Properties rents will be collected at the first of the month and will be considered late on the 5th in which late fees will be charged. Star of Texas Seniors rents are based on 30%, 50% and 60% units. Star of Texas Seniors will not have operating subsidies or project based assistance but will accept HUD vouchers from qualified tenants. Timeline - 9% HTC Applications due 3/1/2018, Market Study due 4/1/2018, 9% HTC Awards 7/31/2018, Closing of Land 9/30/2018, Finance, Limited Partnership and Loan Closing, Building Permits and Start Construction by October 31, 2018, Begin Lease Up October, 2019 and 100% Lease and Complete by December, 2019.

Matthew M. Wines
Signature, Authorized Representative, Construction or Permanent Lender

Matthew M. Wines
Printed Name

2/20/2018
Date

Telephone: 479-731-1750
Email address: Matthew.Wines@ProsperityBankUSA.com

If a revised form is submitted, date of submission: _______
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 a repayable loan to value of not greater than 80%; or

- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
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) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td>N/A</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>
1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

- **City of Montgomery**

   - 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. 0

- **Eligible Pro-Forma and letter stating Development and Principals are acceptable. 18**

   **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 | 18.75% |
   | HTC funding request as a percent of Total Housing Development Cost | 9.66% |

   **Eligibility for points:**

   - Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0
   - Housing Tax Credit Request 0
   - Housing Tax Credit Request 0
   - Housing Tax Credit Request 1

   *Be sure no more than 50% of Developer fees are deferred.*

   **Total Points Claimed:** 1
**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- **X** Executed Pro Forma from Permanent or Construction Lender
- **X** Letter from lender regarding approval of Principals (consistent with Template)
- **X** Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- **N/A** Evidence of any Gap Financing, terms included
- **N/A** Evidence of any Owner Contributions, with financial support if required
- **X** Evidence of Equity Financing (HTC applications only)
- **N/A** Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- **X** Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- **N/A** Evidence of Rental Assistance/Subsidy
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 35 – Supporting Documentation

- Executed Pro Forma from Permanent or Construction Lender
The pro formas 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 assumed 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>$265,896</td>
<td>$271,214</td>
<td>$276,538</td>
<td>$282,171</td>
<td>$287,814</td>
<td>$317,770</td>
<td>$350,844</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$3,840</td>
<td>$3,917</td>
<td>$3,995</td>
<td>$4,075</td>
<td>$4,157</td>
<td>$4,608</td>
<td>$5,087</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$269,736</td>
<td>$275,131</td>
<td>$280,533</td>
<td>$286,246</td>
<td>$291,971</td>
<td>$323,359</td>
<td>$355,911</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($20,230)</td>
<td>($20,529)</td>
<td>($20,849)</td>
<td>($21,248)</td>
<td>($21,748)</td>
<td>($24,177)</td>
<td>($26,699)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$249,506</td>
<td>$254,602</td>
<td>$259,684</td>
<td>$264,698</td>
<td>$269,623</td>
<td>$299,183</td>
<td>$329,218</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$14,200</td>
<td>$14,626</td>
<td>$15,065</td>
<td>$15,517</td>
<td>$15,998</td>
<td>$18,528</td>
<td>$21,478</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$12,340</td>
<td>$12,680</td>
<td>$13,040</td>
<td>$13,420</td>
<td>$13,820</td>
<td>$14,485</td>
<td>$15,999</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$42,000</td>
<td>$43,200</td>
<td>$44,550</td>
<td>$45,950</td>
<td>$47,450</td>
<td>$54,800</td>
<td>$60,520</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$6,940</td>
<td>$7,718</td>
<td>$8,568</td>
<td>$9,438</td>
<td>$10,321</td>
<td>$11,215</td>
<td>$12,160</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$5,600</td>
<td>$6,798</td>
<td>$7,992</td>
<td>$8,350</td>
<td>$8,802</td>
<td>$9,328</td>
<td>$9,988</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,400</td>
<td>$13,800</td>
<td>$14,280</td>
<td>$14,818</td>
<td>$15,402</td>
<td>$16,864</td>
<td>$18,269</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,400</td>
<td>$10,840</td>
<td>$11,280</td>
<td>$11,728</td>
<td>$13,048</td>
<td>$14,260</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,260</td>
<td>$21,960</td>
<td>$22,718</td>
<td>$25,095</td>
<td>$28,252</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$8,000</td>
<td>$8,467</td>
<td>$8,947</td>
<td>$9,447</td>
<td>$9,964</td>
<td>$10,480</td>
<td>$11,101</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,300</td>
<td>$4,428</td>
<td>$4,562</td>
<td>$4,709</td>
<td>$4,864</td>
<td>$5,031</td>
<td>$5,204</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$137,560</td>
<td>$142,166</td>
<td>$146,547</td>
<td>$151,788</td>
<td>$157,013</td>
<td>$184,051</td>
<td>$235,983</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$91,946</td>
<td>$92,039</td>
<td>$92,091</td>
<td>$90,383</td>
<td>$80,807</td>
<td>$73,729</td>
<td>$50,261</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
<td>$71,566</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$20,380</td>
<td>$20,764</td>
<td>$21,113</td>
<td>$21,628</td>
<td>$22,266</td>
<td>$22,266</td>
<td>$21,969</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$20,380</td>
<td>$41,144</td>
<td>$62,257</td>
<td>$83,881</td>
<td>$105,878</td>
<td>$128,144</td>
<td>$150,013</td>
</tr>
</tbody>
</table>

| Debt Coverage Ratio | | | | | | | |
| Other (Describe) | | | | | | | |
| Other (Describe) | | | | | | | |

Matthew Woods  
Signature, Authorized Representative, Construction or Permanent Lender  
Printed Name: Matthew Woods  
Phone: 979-731-1750  
Email: matthewwwoods@cooperproperty.com

Joshua K. Gould  
Signature, Authorized Representative, Syndicator  
Printed Name: Joshua K. Gould  
Phone: 979-731-1750  
Email: joshuagould@cooperproperty.com  
Date: 2/22/16

If a revised form is submitted, date of submission: 

Date: 

Matthew Woods  
Signature, Authorized Representative, Construction or Permanent Lender  
Printed Name: Matthew Woods  
Phone: 979-731-1750  
Email: matthewwwoods@cooperproperty.com

Joshua K. Gould  
Signature, Authorized Representative, Syndicator  
Printed Name: Joshua K. Gould  
Phone: 979-731-1750  
Email: joshuagould@cooperproperty.com  
Date: 2/22/16

If a revised form is submitted, date of submission:
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 35 – Supporting Documentation

- Letter from lender regarding approval of Principals
I have received and reviewed the 15 year pro forma for the Star of Texas Seniors, Ltd. in Montgomery, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of Prosperity Bank, projects total operating expenses, net operating income and debt service for the first year of stabilized operation based on preliminary information provided by the Borrower.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower at this point, and are subject to Prosperity Bank due diligence review.

Additionally, Prosperity Bank has performed a preliminary review of the credit worthiness of Star of Texas Seniors, and the Principals of the applicant. At this time, Prosperity Bank has no reservations with either said Principals or the Borrower.

Sincerely,

Matthew Woods
President-Bryan East Banking Center
(NMLS ID# 584171)
Prosperity Bank
Bryan East Banking Center
3333 University Drive East
Bryan, TX 77802
979-731-1750 Phone
NYSE: PB
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 35 – Supporting Documentation

- Evidence of Permanent and Construction Financing (term sheets, loan agreements)
February 21, 2018

Star of Texas Seniors, Ltd
Attn: Mr. Emanuel H. Glockzin, Jr.
P.O. Box 3189
Bryan, Texas 77805-3189

RE: Request of Prosperity Bank for the construction of permanent financing of an apartment project in Montgomery, Texas.

Dear Mr. Glockzin,

I am pleased to inform you that Prosperity Bank has approved the above-referenced financing subject to the terms and conditions noted in this letter. Note that this letter is intended as a summary of the primary terms and conditions of the proposed loans, and may not contain all the terms and conditions whereby the loans would be granted.

Borrower: Star of Texas, Ltd.

Bank: Prosperity Bank

Purpose of Loan: Construction and permanent financing of a 32 unit apartment project in Montgomery, Texas (the "Project")

Loan Amount: The lesser of $1,100,000.00 or 34% of Project's Hard Costs.

Collateral: First lien Deed of Trust to a yet-to-be-determined tract in Montgomery, Texas, together with all improvements thereto and income therefrom (the "Real Property"). Assignment of Rents.

Interest Rate: 5% fixed rate for life of loan

Origination Fee: 1% of the loan amount

Maturity: 16 years from the date of the loan

Payment Terms: Initial 12 months of loan ("Construction Phase"): Interest payable quarterly; then, commencing with the 13th month ("Term Phase"): 180 monthly P&I Payments to be calculated upon a 30-year amortization basis.

Guaranty: Unlimited guaranty of Elaina Glockzin.

Page 1 of 4
The following is to be provided to and approved by the Bank, at Borrower’s expense, prior to closing of the above-referenced loans:

- Mortgagee’s Policy of Title Insuring Lender’s lien on the Real Property, subject only to exceptions approved by Bank in writing.
- Evidence of, where applicable, Builder’s Rick and Hazard Insurance in form and amount acceptable to Bank, covering the Project and the Real Property.
- Survey of the Real Property and proposed improvements, showing no adverse easements or encroachments.
- Satisfactory environmental evaluation of the Real Property.
- Complete plans, drawings, specs and cost of the Project.
- Appraisal of the Real Property to be performed by a qualified appraiser approved by Bank. Said appraisal must be ordered by and approved by Bank. The “as built” Market Value of the Real Property as reflected in this appraisal must be not less $3,672,247 (the construction contract amount).
- Properly executed entity documents evidencing Borrowing Authority in form satisfactory to Bank, to include Corporate Resolutions, Article of Incorporation and Evidence of Existence.

Other Conditions and Requirements:

- Borrower to establish the following accounts at the Bank at the time of lease up:
  1. A Rent-Up Reserve of not less than $200,000.00
  2. An Operating Deficits Account of not less than $100,000.00
  3. An Escrow Account for Taxes
- Advances during the Construction phase will be subject to review and inspection of the Project by the Bank.
- Prior to commencement of the Permanent Loan, the Bank will require an inspection and Certificate of Occupancy, and an endorsement to the Title Policy removing any pending exceptions.
- Borrower to execute documents, necessary to evidence said loans, including but not limited to Promissory Note, Deed of Trust, Assignment of Rents, Security Agreement, Loan Agreement, Guaranty Agreement and any other loan documents reasonably requested by Bank.
- Included in the Loan Agreement will be the following requirements:
  1. Borrower will provide an audited fiscal year and statement to the Bank on an annual basis, and company-prepared financial statement on a quarterly basis.
  2. Guarantor will provide a Personal Financial Statement on an annual basis.
- Documents evidencing said Loans to be prepared by Bank Counsel, at Borrower’s expense.
- All legal, appraisal, inspection, recording, and reasonable out-of-pocket expenses of the Lender in connection with the negotiation, review of documentation, closing and/or administration of the loan herein described will, to the full extent allowed by applicable law, be paid by Borrower.

Page 2 of 4
Financial Feasibility of the Development

The pro forma information reflects that the property will maintain a debt coverage ratio of not less than 1.28X for the 30 year period analyzed. The projections utilize an increase in Effective Gross Annual Income of approximately 3% annually and an increase in Total Annual Expenses of approximately 4% annually. The pro forma data, when compared with income expense margins for multi-family housing which the Bank has previously assessed, leads the lender to believe this project to be feasible for 30 years. Per the information provided by the borrower, the project budget for the first year of stabilized operations is as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Rental Income:</td>
<td>$265,896</td>
</tr>
<tr>
<td>Operating Expenses:</td>
<td>$157,560</td>
</tr>
<tr>
<td>Cash for Debt Service:</td>
<td>$91,946</td>
</tr>
<tr>
<td>Debt Service:</td>
<td>$71,566</td>
</tr>
<tr>
<td>Debt Service Coverage:</td>
<td>1.28X</td>
</tr>
</tbody>
</table>

EXPIRATION & ACCEPTANCE

By signing and accepting the terms of this letter, the Borrower and Guarantors represent that they are acting for their own accounts, and not as an agent, trustee or nominee for any other person, and agree to pay all closing costs and expenses including but not limited to the expenses listed above. This letter is not intended for the benefit of any other party other than the Borrower and may not be relied on by any other party. This letter is non-assignable.

No party hereto will be liable to any other party hereto for indirect or consequential damages relating to this letter. You also agree to pay all of our reasonable expenses (including fees and expenses of our outside counsel, consultants and other experts) incurred in connection with preparing, negotiating and enforcing this letter and the loan documents, conducting the due diligence reviews, and related matters. Your obligations under this paragraph will survive the Closing or the expiration or termination the commitments in this letter.

We appreciate being given the opportunity to review and discuss this financing opportunity with you. Please indicate your acceptance of this commitment letter by signing and returning to me the enclosed copy of this letter. This commitment letter and the Lender's commitments hereunder must close by October 31st, 2018 unless the Lender extends this commitment in writing. Should you have any questions or wish to discuss further, please feel free to contact me.

THE TERMS AND CONDITIONS OF THE LENDER'S COMMITMENT ARE NOT LIMITED TO THE ABOVE TERMS AND CONDITIONS AND THIS LETTER DOES NOT SET OUT IN FULL ALL OF THE REQUIREMENTS OF THE LENDER AS TO THE CONDITIONS TO MAKING THE CREDIT FACILITY AVAILABLE. THOSE MATTERS WHICH ARE NOT COVERED BY OR MADE CLEAR IN THE ABOVE OUTLINE ARE SUBJECT TO MUTUAL AGREEMENT OF THE PARTIES AND ALL MATTERS ARE SUBJECT TO AMPLIFICATION IN THE LOAN DOCUMENTS.
AT THE TIME OF CLOSING OF THE CREDIT FACILITY, OR ANY OF ITS COMPONENT PARTS, THERE MUST NOT BE:
ANY RECEIVERSHIP OR INSOLVENCY PROCEEDING OF ANY KIND RELATING TO THE BORROWER OR
GUARANTORS; ANY DEFAULT UNDER THE LOAN DOCUMENTS; OR MATERIAL ADVERSE CHANGES WITH RESPECT
TO THE COLLATERAL OR ANY OTHER INFORMATION OR DOCUMENTS SUBMITTED TO LENDER BY THE
BORROWER OR GUARANTORS.

THIS COMMITMENT IS BASED OFF MATERIAL PROVIDED BY THE BORROWER AND DUE DILIGENCE IS STILL
CONTINUING, IN THE EVENT FURTHER DUE DILIGENCE DISCOVERS INFORMATION NOT PREVIOUSLY KNOWN,
THE TERMS OF THIS COMMITMENT MAY BE ALTERED OR RESCINDED.

THIS WRITTEN COMMITMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AS TO THE TERMS
CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR
SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN
THE PARTIES.

Sincerely,

Matthew Woods
President-Bryan East Banking Center

Agreed and accepted this the 23rd day of February, 2018.

By: Elaina Glockzin
Addendum to Prosperity Bank's Commitment Letter:

1. Bank will attempt to use experienced local attorneys, with our Legal Counsel's approval, to prepare loan documents.
2. Emanuel Glockzin to sign personal guaranty to the bank. Emanuel's guaranty can be outside of the BCG loan document package.
3. Deposit Maintenance Agreement to maintain at least 100% of loan amount in Prosperity Bank non-interest bearing accounts, on a consolidated global Borrower/Guarantor basis. The Maintenance Agreement can be outside of the BCG loan document package. If out of compliance with the Deposit Maintenance Agreement, the loan will convert from a fixed rate to a floating rate of WSJ + 0.50% with a 5.00% floor-as dictated by the terms in the Maintenance Agreement. We will allow for a right to cure within a reasonable time in the same manner that we have agreed to in prior loans.

Sincerely,

[Signature]
Matthew Woods
President-Bryan East Banking Center

Agreed and accepted this the 23rd day of February, 2018.

By:

[Signature]
Elaina Glockzin
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 35 – Supporting Documentation

- Evidence of Equity Financing (HTC applications only)
April 11, 2018

Mr. Emanuel H. Glockzin, Jr.
Brazos Valley Construction, Inc.
4500 Carter Creek, Suite 101
Bryan, Texas 77802

Re: Star of Texas Seniors, Ltd.
Star of Texas Seniors Apartments, Montgomery, Texas

Dear Emanuel:

In response to the 9% HTC Application Deficiency Notice, dated April 10, 2018, please note that none of the development fee will be paid either at closing or during construction. All of the development fee projected to be paid by capital sources shall be paid upon construction completion or later.

As always, please feel free to call me with any questions or concerns.

Sincerely,

Joshua K. Gould
Vice President, Acquisitions
February 26, 2018

Emanuel H. Glockzin, Jr.
Brazos Valley Construction, Inc.
4500 Carter Creek, Suite 101
Bryan, Texas 77802

RE: STAR OF TEXAS SENIORS, LTD.
Star of Texas Senior Apartments, Montgomery, Texas

Dear Emanuel:

Boston Capital ("BC") is pleased to submit a preliminary letter of intent to purchase the federal low income housing tax credits which will be allocated to the above referenced property should the project be successful in receiving a reservation of 2018 tax credits from the Texas Department of Housing and Community Affairs ("TDHCA") in the annual amount of $613,529.

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

Based on an annual LIHTC allocation of $613,529, capital contributions to the limited partnership would total $4,969,585 payable as follows:

$745,438 (15%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing, (iv) receipt of all building permits and an approved set of construction drawings, (v) admission of BC, or (vi) October 31, 2018;

$745,438 (15%) upon the latest to occur of (i) 25% partial completion, (ii) updated title, (iii) January 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;

$745,438 (15%) upon the latest to occur of (i) 50% partial completion, (ii) updated title, (iii) April 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;

$745,438 (15%) upon the latest to occur of (i) 75% partial completion, (ii) updated title, (iii) July 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;

$496,959 (10%) upon the latest to occur of (i) 95% partial completion, (ii) updated title, (iii) October 1, 2019 or (iv) satisfaction of all of the conditions to the payment of all prior installments;
$745,438 (15%) upon the latest to occur of (i) the Completion Date, (ii) Permanent Mortgage Commencement, (iii) updated insurance certificates, (iv) updated title insurance policy satisfactory to BC, which policy in no event shall contain a survey exception or (v) satisfaction of all of the conditions to the payment of all prior installments;

$496,959 (10%) upon the latest to occur of (i) Cost Certification, (ii) initial full occupancy date, (iii) receipt of satisfactory tenant file compliance review, (iv) April 1, 2020 or (v) satisfaction of all of the conditions to the payment of all prior installments; and

$248,479 (5%) upon the latest to occur of (i) State Designation, (ii) Rental Achievement, (iii) July 1, 2020 or (iv) satisfaction of all of the conditions to the payment of all prior installments.

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

1. Project Description.
2. Construction/Development Cost Breakdown & Operating Pro-Forma.
3. Construction Schedule.
4. Qualified Lease-Up Schedule.
5. Tax Credit Application.
8. General Partner Resume.
10. Market Study.
11. Site visit.

Please feel free to call me at (617) 624-8835, if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development and to hearing from you.

Sincerely,

Joshua K. Gould
Vice President, Acquisitions
## 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>
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<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
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<td></td>
<td></td>
<td>Interest Rate (%)</td>
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<td>Amortization</td>
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<tr>
<td>Debt</td>
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</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
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<td>$ - 0.00%</td>
<td>30 0</td>
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<tr>
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<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>Third Party Equity</td>
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</tr>
<tr>
<td>Boston Capital</td>
<td>HTC</td>
<td>$613,529</td>
<td>$ 4,969,585</td>
<td>$ 4,969,585</td>
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<tr>
<td>Grant</td>
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<td>City of Montgomery</td>
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<td>Deferred Developer</td>
<td>$279,399</td>
<td>$ 279,399</td>
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<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $6,350,984 | $6,350,984 |
| Total Uses of Funds    | $6,350,984 | $6,350,984 |
Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and 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).

Star of Texas Seniors will be financed with a combination of Housing Tax Credits, a conventional bank loan, a financial commitment from the City of Montgomery in the form of a Resolution for a reduction of $2,000 towards water/sewer tap fees, and also a deferred developer fee. Boston Capital will be the Tax Credit Investor and their attached term letter reflects a $0.81 acquisition price for a total equity contribution of $4,969,585. Prosperity Bank has issued a commitment letter for a Conventional Loan in the amount of $1,100,000, amortized for 30 years with a term of fifteen at an interest rate of 5% and 1 year interim construction loan. This bank loan will assume the first lien position. There will also be a deferred development fee in the amount of $279,399 which will be payable to the developer Commonwealth Development, Inc., and will be paid from cash flow.

Describe the replacement reserves:

A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to the application loan documents.

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):

Properties rents will be collected at the first of the month and will be considered late on the 5th in which late fees will be charged. Star of Texas Seniors rents are based on 30%, 50% and 60% units. Star of Texas Seniors will not have operating subsidies or project based assistance but will accept HUD vouchers from qualified tenants.


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]

Telephone: 617-624-9835

Email address: jgould@bostoncecapital.com

Printed Name: Joshua K. Gould

Date: 4/11/2018

VP, ACQUISITIONS

BOSTON CAPITAL

If a revised form is submitted, date of submission: [__]
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 35 – Supporting Documentation

• Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or a contribution of other value to benefit the Development.
CITY OF MONTGOMERY, TEXAS
RESOLUTION NO. 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS REGARDING STAR OF TEXAS SENIORS LTD AT LONE STAR PARKWAY FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Star of Texas Seniors Ltd. has proposed a development for a Senior Housing Development located on Lone Star Parkway, named Star of Texas Seniors, in the city of Montgomery, Montgomery County, Texas;

WHEREAS, Star of Texas Seniors Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Competitive 9% Housing Tax Credits for Star of Texas Seniors;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality;

It is hereby RESOLVED, that the City of Montgomery, acting through its governing body, hereby confirms that it supports the proposed development of Star of Texas Seniors, located on Lone Star Parkway, in the City of Montgomery, Montgomery County, Texas and its application to the TDHCA pursuant to Texas Government Code, §2306.6703(a)(4).

FURTHER RESOLVED, that the City of Montgomery, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of $2,000 towards water/sewer tap fees.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Mayor Kirk Jones is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Montgomery on 23rd day of January, 2018.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the 23rd day of January, 2018.

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Larry Poester, City Attorney
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:

   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - 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
   - 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.

<table>
<thead>
<tr>
<th>Ownership Interest:</th>
<th>51.000%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash flow from operations:</td>
<td>10.000%</td>
</tr>
<tr>
<td>Developer Fee:</td>
<td>90.000%</td>
</tr>
<tr>
<td>Total:</td>
<td>151.000%</td>
</tr>
</tbody>
</table>

   - 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.

   - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   - Points Claimed: 2

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

   - A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   - Points Claimed: 0

Total Points Claimed: 2
Star of Texas Seniors
Material Participation of HUB

The HUB for this development is entirely controlled by Elaina D. Glockzin, owner of Commonwealth Development, Inc. Elaina D. Glockzin is certified in property management and Tax Credit Compliance and is actively involved in day-to-day operations of the management company that is managing developments in cities across Texas. Elaina Glockzin also has development experience as a principal in six Tax Credit developments, and interest in several others.

In addition to participation during the application of Star of Texas Seniors, Ltd., Elaina will materially participate in the financing, long term operation and management of the property, as well as tax matters, and will have an active role in coordinating with the equity provider and the Texas Department of Housing and Community Affairs throughout the compliance period to ensure compliance.

The HUB will monitor disbursement and payment of amounts owed to architects, engineers, general contractor and subcontractors, and keep complete accounts and cost records related to the development and construction of the development, including without limitation invoices, bills, statements, and provide copies as needed to the Partnership and to the Limited Partners.
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsrch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendoer Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1742653531000
File/Vendor Number: 71562
Approval Date: 1/9/2017
Scheduled Expiration Date: 1/9/2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

COMMONWEALTH DEVELOPMENT, 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 1/13/2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsrch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
January 26, 2018

Mrs. Elaina D. Glockzin

c/A Emanuel H. Glockzin, Jr.
4500 Carter Creek Parkway, Suite 101
Bryan, Texas 77802

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mrs. Glockzin:

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

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

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

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

Sincerely,

Marni Holloway
Director of Multifamily Finance
Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- **X** The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- **N/A** Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- **N/A** Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

**Org. Chart Example:**

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include date of submission!
Applicant
Star of Texas Seniors
Development Owners
Star of Texas Seniors, Ltd.

General Partners
0.01%

Limited Partner/Syndicator
99.99%
Boston Capital Corporation

Org. 1.1
Commonwealth Development, Inc.
51% General Partner (HUB)

Principal 1, Org. 1.1
Elaine D. Glockzin, President
100% Owner

Org. 1.2
Lucky B Properties, Inc.
49% General Partner

Principal, Org. 1.2
Claire E. Brown, President
51% Owner

Principal, Org. 1.2
Bryan P. Brown, Secretary
49% Owner
Star of Texas Seniors, Ltd.
Guarantor

Emanuel H. Glockzin, Jr.
Guarantor
0% Ownership
<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Commonwealth Development, Inc.</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>0.0051% General Partner of Star of Texas Seniors, Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 1/5/1993</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 979-846-4546</td>
<td>Email: <a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>Elaina D. Glockzin</td>
<td>TDHCA Experience: Yes</td>
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<td>TDHCA Experience:</td>
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<td>Org. 2</td>
<td>Organization Legal Name: Lucky B Properties, Inc.</td>
<td>Role/Title</td>
<td>Co General Partner</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>0.0049% Co-General Partner of Star of Texas Seniors, Ltd.</td>
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<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 7/26/2002</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 979-218-4546</td>
<td>Email: <a href="mailto:betsybrown99@gmail.com">betsybrown99@gmail.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>Claire E. Brown</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>Org. 3</td>
<td>Organization Legal Name: Emanuel H. Glockzin, Jr.</td>
<td>Role/Title</td>
<td>Guarantor</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>N/A</td>
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<td>Date formed:</td>
<td>Legal Org is or will be:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 979-846-8878</td>
<td>Email: <a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
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</table>
## Organization Legal Name: Commonwealth Development, Inc.

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>Developer</th>
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</table>

**Address:** 4500 Carter Creek Parkway, Suite 101  
**City:** Bryan  
**State:** TX  
**Zip:** 77802

**Name(s) of Entities the Organization Owns or Controls:** 90% Developer

**Organization legally formed?** Yes  
**Date formed:** 1/5/1993  
**Legal Org is or will be:** Corporation

**Previous TDHCA Experience?** Yes  
**Phone:** 979-846-8878  
**Email:** edglockzin@edgproperties.net

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** Yes

### List of Sub-Entities or Principals:

1. **Elaina D. Glockzin**  
   **TDHCA Experience:** Yes
2. **Bryan P. Brown**  
   **TDHCA Experience:** Yes
3. **Claire E. Brown**  
   **TDHCA Experience:**
4. **TDHCA Experience:**
5. **TDHCA Experience:**
6. **TDHCA Experience:**

## Organization Legal Name: Lucky B Properties, Inc.

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>Co-Developer</th>
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</table>

**Address:** 1825 Brothers Blvd.  
**City:** College Station  
**State:** TX  
**Zip:** 77845

**Name(s) of Entities the Organization Owns or Controls:** 10 Co-Developer

**Organization legally formed?** Yes  
**Date formed:** 7/26/2002  
**Legal Org is or will be:** Corporation

**Previous TDHCA Experience?** Yes  
**Phone:** 979-218-4546  
**Email:** betsybrown99@gmail.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** No

### List of Sub-Entities or Principals:

1. **Claire E. Brown**  
   **TDHCA Experience:** Yes
2. **Bryan P. Brown**  
   **TDHCA Experience:** Yes
3. **TDHCA Experience:**
4. **TDHCA Experience:**
5. **TDHCA Experience:**
6. **TDHCA Experience:**

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**Address:**  
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**State:**  
**Zip:**

**Name(s) of Entities the Organization Owns or Controls:**  

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**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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**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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Name(s) of Entities the Organization Owns or Controls: 

Organization legally formed? Date formed: Legal Org is or will be: 

Previous TDHCA Experience? Phone: Email: 

Organization is identified on Org. Chart: Ability to exercise Control over the Development? 

List of Sub-Entities or Principals: 

1. TDHCA Experience: 2. TDHCA Experience: 3. TDHCA Experience: 

4. TDHCA Experience: 5. TDHCA Experience: 6. TDHCA Experience: 

Organization Legal Name: 

Address: City: State: Zip: 

Name(s) of Entities the Organization Owns or Controls: 

Organization legally formed? Date formed: Legal Org is or will be: 

Previous TDHCA Experience? Phone: Email: 

Organization is identified on Org. Chart: Ability to exercise Control over the Development? 

List of Sub-Entities or Principals: 

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<td>TDHCA Experience: 7. 8. 9.</td>
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The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Commonwealth Development, Inc. -.0051% General Partner
Email Address: edglockclin@edgproperties.net
City & State of Home Addr: Bryan, Texas
Applicant Legal Name: Star of Texas Seniors, Ltd. - to be formed

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>TDHCA ID#</th>
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<th>Control began (mm/yy)</th>
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<tbody>
<tr>
<td>96064</td>
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<td>HTC/HOME</td>
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<tr>
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<td>HTC/HOME</td>
<td>Dec-00</td>
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</tr>
<tr>
<td>14200</td>
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<td>Coppers Cove</td>
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<td>15049</td>
<td>Kennedale Seniors</td>
<td>Kennedale</td>
<td>HTC</td>
<td>Jul-15</td>
<td></td>
</tr>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

   [X] 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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<tr>
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<tr>
<td>HOME:</td>
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Previous Participation Form

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Person/Role: Lucky B Properties, Inc. - .0049% General Partner
Email Address: betsybrown99@gmail.com
City & State of Home Addr: College Station, Texas
Applicant Legal Name: Star of Texas Seniors, Ltd. - to be formed

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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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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Person/Role: Commonwealth Development, Inc. - Developer
Email Address: edglockcin@edgproperties.net
City & State of Home Addr: Bryan, Texas
Applicant Legal Name: Star of Texas Seniors, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including HTC, HTC Exchange, Direct Loan (HOME, TCAP, RMD), and BOND) that you have controlled at any time.

- [ ] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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**Person/Role:** Lucky B Properties, Inc. - Co-Developer  
**Email Address:** betsybrown99@gmail.com  
**City & State of Home Addr:** College Station, Texas  
**Applicant Legal Name:** Star of Texas Seniors, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including HTC, HTC Exchange, Direct Loan (HOME, TCAP, RMD), and DOVD) that you have controlled at any time.

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Person/Role: Elaina D. Glockzin
Email Address: eglockzin@edgproperties.net
City & State of Home Addr: Bryan, Texas
Applicant Legal Name: Star of Texas Seniors, Ltd. - to be formed

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: Claire E. Brown
Email Address: betsybrown99@gmail.com
City & State of Home Addr: College Station, Texas
Applicant Legal Name: Star of Texas Seniors, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including: HIC, HLC, Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td></td>
</tr>
<tr>
<td>15049</td>
<td>Kennedale Seniors</td>
<td>Kennedale</td>
<td>HTC</td>
<td>Jul-15</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
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<td>ESG</td>
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<tr>
<td>LIHEAP</td>
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<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
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<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>

## Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** Bryan P. Brown  
**Email Address:** betsybrown199@gmail.com  
**City & State of Home Addr:** College Station, Texas  
**Applicant Legal Name:** Star of Texas Seniors, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (MOHEL, I CAP, HMD), and BUNU) that you have controlled at any time.

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>03231</td>
<td>Montgomery Meadows</td>
<td>Huntsville</td>
<td>HTC</td>
<td>Aug-03</td>
<td></td>
</tr>
<tr>
<td>08254</td>
<td>Montgomery Meadows Phase II</td>
<td>Huntsville</td>
<td>HTC</td>
<td>Jul-08</td>
<td></td>
</tr>
<tr>
<td>15049</td>
<td>Kennedale Seniors</td>
<td>Kennedale</td>
<td>HTC</td>
<td>Jul-15</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
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<tbody>
<tr>
<td>CSBG</td>
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<td>CFDC</td>
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<tr>
<td>HTF/OCH:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Emanuel H. Glockzin, Jr.
Email Address: emanuel@sdpproperties.net
City & State of Home Addr: Bryan, Texas
Applicant Legal Name: Star of Texas Seniors, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including HTC, HTC Exchange, Direct Loan (HOME, TCAP, RMD), and Bond) that you have controlled at any time.

   ☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>05190</td>
<td>Windvale Park</td>
<td>Corsicana</td>
<td>HTC/HOME</td>
<td>Sep-05</td>
<td></td>
</tr>
<tr>
<td>60159</td>
<td>Victoria Place Phase II</td>
<td>Athens</td>
<td>HTC/HOME</td>
<td>Aug-06</td>
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<tr>
<td>60160</td>
<td>Pembroke Court</td>
<td>Gatesville</td>
<td>HTC/HOME</td>
<td>Aug-06</td>
<td></td>
</tr>
<tr>
<td>07262</td>
<td>Santour Court</td>
<td>College Station</td>
<td>HTC</td>
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</tr>
<tr>
<td>08258</td>
<td>Lexington Court Phase II</td>
<td>Kilgore</td>
<td>HTC/HOME</td>
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<tr>
<td>08257</td>
<td>Constitution Court</td>
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<td>HTC/HOME</td>
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</tr>
<tr>
<td>08254</td>
<td>Montgomery Meadows Phase II</td>
<td>Huntsville</td>
<td>HTC</td>
<td>Jul-08</td>
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<td>HTC</td>
<td>Dec-14</td>
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<tr>
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<td>Kennedale</td>
<td>HTC</td>
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</tr>
</tbody>
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<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
### Nonprofit Participation

**Nonprofit Set-Aside (Competitive HTC Applications Only)**

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

---

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
<tr>
<th>Organization Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</th>
</tr>
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<tbody>
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<td></td>
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<table>
<thead>
<tr>
<th>If no to the question above, what is its current legal status?</th>
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<table>
<thead>
<tr>
<th>If &quot;Other&quot; please specify:</th>
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<table>
<thead>
<tr>
<th>Date of legal formation of Nonprofit Organization:</th>
</tr>
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<tbody>
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</tbody>
</table>

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:

<p>| |</p>
<table>
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3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

<p>| |</p>
<table>
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4) Will the nonprofit receive part of the development fees paid in connection with the development?

   - If "Yes," explain:

<p>| |</p>
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<table>
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<table>
<thead>
<tr>
<th>Address</th>
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<th>State</th>
<th>Zip</th>
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<tr>
<th>Phone</th>
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<th>Fax or Email</th>
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<td>Address</td>
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</tbody>
</table>
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commonwealth Development, Inc.</td>
<td>Elaina D. Glockzin</td>
<td>(979) 846-8878</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone</td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brazos Valley Construction, Inc.</td>
<td>Emanuel H. Glockzin, Jr.</td>
<td>(979) 846-8878</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone</td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
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<tbody>
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<tr>
<td></td>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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### Architect:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myriad Designs, Ltd.</td>
<td>Emanuel H. Glockzin, Jr.</td>
<td>(979) 846-8878</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

7. Architect named in the Development Team form is not the architect that signed the architect certifications. *Harry Bostic is the architect that works for Myriad Designs, Ltd.*
<table>
<thead>
<tr>
<th>Engineer:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Angi M. Pogue</td>
<td>(512) 338-0044</td>
</tr>
<tr>
<td>Civil Engineer:</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>TBD</td>
<td>Jay Watson</td>
<td>(979) 703-4044</td>
</tr>
<tr>
<td>Market Analyst:</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Jeffrey B. Carroll</td>
<td>Allen &amp; Associate Consulting</td>
<td>(704) 905-2276</td>
</tr>
<tr>
<td>Proposed Fee</td>
<td>Email</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>$10,000.00</td>
<td><a href="mailto:jcarroll@allenadvisors.com">jcarroll@allenadvisors.com</a></td>
<td>83-0362187</td>
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<tr>
<td>Email</td>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Appraiser:</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>NONE</td>
<td>Jeffrey B. Carroll</td>
<td>(704) 905-2276</td>
</tr>
<tr>
<td>Proposed Fee</td>
<td>Email</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>$10,000.00</td>
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<td>83-0362187</td>
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<td>Email</td>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Attorney:</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Watson Law Firm, LLP</td>
<td>Jay Watson</td>
<td>(979) 703-4044</td>
</tr>
<tr>
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<td>$10,000.00</td>
<td><a href="mailto:jwatson@watsonlawyers.com">jwatson@watsonlawyers.com</a></td>
<td>74-2459387</td>
</tr>
<tr>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Accountant:</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Angela M. Pogue, P.C.</td>
<td>Angie M. Pogue</td>
<td>(512) 338-0044</td>
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<tr>
<td>$10,000.00</td>
<td><a href="mailto:angie@lampc.com">angie@lampc.com</a></td>
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<tr>
<td>Property Manager:</td>
<td>Cambridge Interests, Inc.</td>
<td>Elaina D. Glockzin</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------</td>
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</tr>
<tr>
<td>Contact Name</td>
<td></td>
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<tr>
<td>Email</td>
<td><a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
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<tr>
<th>Syndicator:</th>
<th>Boston Capital</th>
<th>Josh Gould</th>
<th>(607) 624-8835</th>
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<tr>
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<tr>
<td>Email</td>
<td><a href="mailto:jgould@bostoncapital.com">jgould@bostoncapital.com</a></td>
<td>N/A</td>
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<thead>
<tr>
<th>Supportive Services Provider:</th>
<th>Cambridge Interests, Inc.</th>
<th>Elaina D. Glockzin</th>
<th>(979) 846-8878</th>
</tr>
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<td><a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
<td>SMS Environmental &amp; Ecological Serv.</td>
<td>Stephen M. Swetish</td>
<td>(979) 219-2367</td>
<td></td>
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<tr>
<td><a href="mailto:smswetish@gmail.com">smswetish@gmail.com</a></td>
<td>$5,000.00</td>
<td>46-4873346</td>
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<tr>
<td>Lucky B Properties, Inc.</td>
<td>Claire E. Brown</td>
<td>(979) 218-4546</td>
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<tr>
<td><a href="mailto:betsybrown99@gmail.com">betsybrown99@gmail.com</a></td>
<td>$87,300.00</td>
<td>45-0484758</td>
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</table>
IDENTITY OF INTEREST DISCLOSURE

ELAINA D. GLOCKZIN IS THE PRESIDENT AND SECRETARY, AND OWNS 100% OF THE STOCK OF COMMONWEALTH DEVELOPMENT, INC.

ELAINA D. GLOCKZIN IS THE PRESIDENT AND SECRETARY, AND OWNS 51% OF STOCK IN CAMBRIDE INTERESTS, INC., THE MANAGEMENT COMPANY.

ELAINA D. GLOCKZIN IS THE SPOUSE OF EMANUEL H. GLOCKZIN, JR. DESCRIBED BELOW.

EMANUEL H. GLOCKZIN, JR. IS THE VICE PRESIDENT AND TREASURER AND 49% STOCKHOLDER OF CAMBRIDGE INTERESTS, INC.

HE IS PRESIDENT AND 100% STOCKHOLDER OF BRAZOS VALLEY CONSTRUCTION, INC., THE CONTRACTOR.

EMANUEL IS ALSO PRESIDENT OF PONDEROSA PLAZA MANAGEMENT, INC. THE GENERAL PARTNER OF MYRIAD DESIGNS, LTD., THE ARCHITECT.
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/t-passcmbisearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e., Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

**Texas Historically Underutilized Business (HUB) Certificate**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

COMMONWEALTH DEVELOPMENT, 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 1/13/2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

[Signature]

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VIN Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/t-passcmbisearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
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.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1742775821800
File/Vendor Number: 044183
Approval Date: 29-APR-2016
Scheduled Expiration Date: 29-APR-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CAMBRIDGE INTERESTS, 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 29-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmb/cmbhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
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/aubonly.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. As part of the HUB Program’s monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company’s compliance with HUB eligibility requirements, may result in the revocation of your company’s certification.

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 (888) 863-5881.

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Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1450484758400
File/Vendor Number: 023959
Approval Date: 17-SEP-2014
Scheduled Expiration Date: 17-SEP-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LUCKY B PROPERTIES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-SEP-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/aubhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: __________________________
Signature

______________________________
Date

Harry W. Bostic
Printed Name

6256 Texas
License Number and State

Firm Name (If applicable)
HARRY W. BOSTIC, ARCHITECT
4500 CARTER CREEK PKWY, STE. 203, BRYAN, TEXAS 77802

Addendum to Architect Certification
Star of Texas Seniors, TDHCA #18305

The requirements of Section 504 of Rehabilitation Act of 1973 and implemented at 24CFR Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B by making accessible units available in a sufficient range of sizes and amenities to that the choice of living arrangements of qualified persons with disabilities. Star of Texas Seniors has 32 total units, distributed as follows:

<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>
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<td>1.6</td>
<td>2</td>
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<tr>
<td>A</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
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<tr>
<td>32</td>
<td></td>
<td></td>
<td>1.6</td>
<td>2</td>
<td>2</td>
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<table>
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<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
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<td>0.32</td>
<td>1</td>
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<tr>
<td>B - 2/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
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<td>0.64</td>
<td>2</td>
<td>2</td>
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</table>

Star of Texas Seniors regardless of building type, all units accessed by the ground floor or by elevator meet the requirements at 10 TAC §10.101(b)(8)(B).

By: [Signature]
Harry Bostic, Architect

Date: 2-23-18
Addendum to Architect Certification
Star of Texas Seniors, TDHCA #18305

The requirements of Section 504 of Rehabilitation Act of 1973 and implemented at 24CFR Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B by making accessible units available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with disabilities. Star of Texas Seniors has 32 total units, distributed as follows:

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<tr>
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<tbody>
<tr>
<td>Unit Description</td>
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<td>5%</td>
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<tr>
<td>A</td>
<td>16</td>
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<td>B</td>
<td>16</td>
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<tr>
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<td>1.6</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A - 1/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B - 2/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>32</td>
<td></td>
<td>0.64</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

Star of Texas Seniors regardless of building type, all units accessed by the ground floor or by elevator meet the requirements at 10 TAC §10.101(b)(8)(B).

By: [Signature]
Harry Bostic, Architect

Date: 4-11-18
Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
- The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
January 26, 2018

Mrs. Elaina D. Glockzin
C/o Emanuel H. Glockzin, Jr.
4500 Carter Creek Parkway, Suite 101
Bryan, Texas 77802

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mrs. Glockzin:

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

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

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

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

Sincerely,

Marni Holloway
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
| b. Person/entity has at least one other application in the current Application Round. |
| 1. Star of Texas Seniors, Ltd. - to be formed | No |
| 2. Commonwealth Development, Inc. - .0051% General Partner and Developer | No |
| 3. Elaina D. Glockzin, President | No |
| 4. Lucky B Properties, Inc. - .0049% General Partner and Co-Developer | No |
| 5. Claire E. Brown, President | No |
| 6. Bryan P. Brown, Secretary | No |
| 7. Emanuel H. Glockzin, Jr. - Guarantor | No |

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: ____________________________ Date: ________________
Signature of Applicant

Its: President
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.41(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I: Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Star of Texas Seniors, Ltd. - to be formed</td>
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<tr>
<td>2.</td>
<td>Commonwealth Development, Inc. - .0051% General Partner and Developer</td>
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<tr>
<td>3.</td>
<td>Elaina D. Glockzin, President</td>
</tr>
<tr>
<td>4.</td>
<td>Lucky B Properties, Inc. - .0049% General Partner and Co-Developer</td>
</tr>
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<td>5.</td>
<td>Claire L. Brown, President</td>
</tr>
<tr>
<td>6.</td>
<td>Bryan P. Brown, Secretary</td>
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<td>7.</td>
<td>Emanuel H. Glockzin, Jr. - Guarantor</td>
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<td>30.</td>
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<thead>
<tr>
<th></th>
<th>b. Person/entity has at least one other application in the current Application Round</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>No</td>
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<td>2.</td>
<td>No</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td>7.</td>
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<td>29.</td>
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<tr>
<td>30.</td>
<td></td>
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</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant: ]

Date: [2/23/2018]

Its: [President]
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: Should be the same as listed in Part I.

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.

<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>
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</table>

I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Printed Name Date
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18305</th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Montgomery Historical Society</strong></td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>[Billy Ray Duncan, President]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. Meals on Wheels Montgomery County</strong></td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>[Summer Day]</td>
<td></td>
<td></td>
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<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C. Montgomery Area Chamber of Commerce</strong></td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>[Shannan Reid]</td>
<td></td>
<td></td>
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<tr>
<td>Contact Name</td>
<td></td>
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<tr>
<td><strong>D.</strong></td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
</tr>
<tr>
<td>Name of Community Organization</td>
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<td>Contact Name</td>
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<td><strong>E.</strong></td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
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<td>Name of Community Organization</td>
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<td>Contact Name</td>
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<td><strong>F.</strong></td>
<td>[ ] Support</td>
<td>[ ] Opposition</td>
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<tr>
<td>Name of Community Organization</td>
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<td>Contact Name</td>
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</tbody>
</table>
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 47 – Community Input Scoring Items

- Section 1 – Local Government Support – A Resolution of support adopted by the City Council of Montgomery for Star of Texas Seniors.
CITY OF MONTGOMERY, TEXAS
RESOLUTION NO. 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY,
TEXAS REGARDING STAR OF TEXAS SENIORS LTD AT LONE STAR PARKWAY
FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Star of Texas Seniors Ltd. has proposed a development for a Senior Housing
Development located on Lone Star Parkway, named Star of Texas Seniors, in the city of
Montgomery, Montgomery County, Texas;

WHEREAS, Star of Texas Seniors Ltd. has advised that it intends to submit an
application to the Texas Department of Housing and Community Affairs (TDHCA) for
2018 Competitive 9% Housing Tax Credits for Star of Texas Seniors;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities
to administer programs to establish and provide for the making of loans and grants of
public funds for the purpose of promoting state and local economic development and to
stimulate business and commercial activity in the municipality;

It is hereby RESOLVED, that the City of Montgomery, acting through its governing
body, hereby confirms that it supports the proposed development of Star of Texas
Seniors, located on Lone Star Parkway, in the City of Montgomery, Montgomery County,
Texas and its application to the TDHCA pursuant to Texas Government Code,
§2305.6703(a)(4).

FURTHER RESOLVED, that the City of Montgomery, acting through its Governing Body
for the purposes of Local Political Subdivision Funding, will grant a reduction of $2,000
towards water/sewer tap fees.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Mayor Kirk Jones
is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.
This formal action has been taken to put on record the opinion expressed by the City of
Montgomery on 23rd day of January, 2018.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on
the 23rd day of January, 2018.

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Larry Foerster, City Attorney
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 47 – Community Input Scoring Items

- Section 2 – Community Support from State Representative – A Letter of support from State Representative Will Metcalf for Star of Texas Seniors.
February 23, 2018

Star of Texas Seniors Ltd.
PO Box 3189
Bryan, Texas 77805

To whom it may concern:

I received Public Notification for the Star of Texas Seniors development located in the city of Montgomery and House District 16, which I represent in the Texas House.

This 32 unit, senior restricted development will provide housing at an affordable rate to my senior aged constituents. The reduced rate rents, compared to the area market rate rents, will help keep these senior residents from paying more than 30% of their income in rent. The Montgomery City Council unanimously supports this effort. I am pleased to offer my support to this development as well.

Sincerely,

[Signature]

State Representative Will Metcalf
House District 16
Star of Texas Seniors, Ltd.
2018 HTC Application
TDHCA #18305

Tab 47 – Community Input Scoring Items

- Section 3 – Input from Community Organizations – letters of support from community or civic organizations serving the community containing the development site.
Montgomery Historical Society
P. O. Box 513
Montgomery, Texas 77356

February 6, 2018

Texas Department of Housing and Community Affairs
Austin, Texas

RE: Star of Texas Seniors Ltd.

I am writing to you to express our support for the Star of Texas Seniors Ltd, Senior Development to be called Star of Texas Seniors and will be located on Lone Star Parkway in Montgomery, Texas.

There is a need for quality affordable housing in Montgomery, Texas - Montgomery County. We believe that these apartments will well serve the need for our seniors.

Our organization was formed in 1954 to help protect, preserve, and promote the history of Montgomery & Montgomery County.

If I can be of further help in this matter, please call me at 936-520-2509.

Sincerely,

Billy Ray Duncan
Billy Ray Duncan, President
**TEXAS SECRETARY of STATE**

**ROLANDO B. PABLOS**

**UCC | Business Organizations | Trademarks | Notary | Account | Help/Tax | Rule/Core | License**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 40756101
Original Date of Filing: June 9, 1977
Formation Date: N/A
Duration: Perpetual

**Name:** MONTGOMERY HISTORICAL SOCIETY

**Address:** PO BOX 513
Montgomery, TX 77356-0513 USA

<table>
<thead>
<tr>
<th>REGISTERED AGENT</th>
<th>#AGENCY</th>
<th>NAME</th>
<th>MANAGERS</th>
<th>ASSIGNED PARENTS</th>
<th>ASSOCIATED ENTITIES</th>
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<tbody>
<tr>
<td>W.M. Laughlin</td>
<td>ABA944</td>
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Order: Return to Search:

Instructions:

* To place an order for additional information about a filing, press the "Order" button.
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Legacy Filing for MONTGOMERY HISTORICAL SOCIETY (file number 40758101), a Domestic Nonprofit Corporation, was filed in this office on June 06, 1977.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 26, 2014.

Nandita Berry
Secretary of State
Welcome to Montgomery Historical Society

Montgomery Historical Society was created:
- to preserve the history of the town of Montgomery, Texas and the surrounding area;
- to promote the restoration and maintenance of buildings, cemeteries and other places of historical interest;
- to encourage study and research concerning the early settlers of this area, their cultures and achievements;
- to secure and maintain historic sites by erecting markers; and
- to provide the means for greater appreciation of our American and Texas Heritage by participating in the establishment or operation of historic museums.

Historical Buildings
- McCall Law Office
- Bach Cottage
- Historical Harr-Brew Cottages
- Addie Lane House
- Old First Church
- Old Post Office and Engle Store
- Old Baptist Church

1530 Days since Christmas in Historic Montgomery

Historical Websites
- Texas State Historical Association
- History of Montgomery County
- Early Settlers and History of Montgomery

Contact Information
- Address: Nathaniel Hart Davis Museum 1426 Liberty Street Montgomery, TX 77350
- Phone: 936.597.6002

News

Projects

Events

QR Codes: For your enjoyment QR Codes are being used. With this CRE@TIVE feature you will be able to scan the code and listen to the history from your smart phone device.

Showing 0 files from page 0/0 results.

Showing 0 items from page 0/0 results

Event Date About

Showing 0 results from page 0/0 results sorted by Date, Event, Date. Filter: show.

Showing posts 1 - 1 of 1. View more →
February 20, 2018

Texas Dept. of Housing & Community Affairs
221 East 11th Street
Austin, TX 78701

Dear Chairman,

I am honored to write this letter in support of the Star of Texas Seniors LTD planned development to be located in Montgomery County, TX.

Meals on Wheels has been an integral part of the senior community in Montgomery County for 45 years. We have seen the growing population of aging adults in need of basic support such as food and affordable shelter. A development such as the proposed would provide much needed relief for those on modest fixed incomes trying to manage their budget.

The senior community is often forgotten because their voices have faded into past. Please join us in advocating for those who are no longer heard, but still need our support!

Kind regards,

Summer Day
Executive Director
Who We Are

Our Mission

To provide home delivered meals and transportation services to the homebound elderly in Montgomery County.

Our Vision

A community that feeds every homebound senior in need.

Why Meals on Wheels

Formerly known as the Friendship Center, our organization was founded in 1973 to meet the growing needs of the aging population. Over time, demand changed and we adapted into what is now Meals on Wheels Montgomery County.
As such, our cause is simple – to improve the lives of the homebound elderly in Montgomery County.

As one of the most pressing public health problems of our time, Meals on Wheels has a solution that benefits everyone – the senior, their family, the volunteer, and the community.

As we age, we enter a continuum of physical decline. Most of us will reach a point where we are not ready for nursing home care, but do need assistance to remain at home.

Social Security and Medicare, although important as we age, do not provide services to prepare meals for the disabled. Local family members are often overwhelmed, while those at a distance are unable to provide daily physical support.

This reality leaves many of our homebound elderly hungry and isolated.

For more information, please review our financials or download our Case for Support.

Thank you for supporting our efforts to make Montgomery County a place where growing older doesn’t mean being forgotten.

Learn more about how you can donate and volunteer to put a smile on our seniors’ faces.

Meals on Wheels Montgomery County is a 501(c)(3) tax-exempt nonprofit. Every dollar stays local to serve Montgomery County.
February 2, 2018

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

Re: Community Support letter for Star of Texas Seniors LTD at Lone Star Parkway

Dear Chairman:

The purpose of this letter is to express our support for the Star of Texas Seniors LTD Housing development. TDHCA application is located at Lone Star Parkway in Montgomery, TX. This application is being submitted to the Texas Department of Housing and Community Affairs by Homestead Development.

This property will provide safe and quality housing for the senior residents of Montgomery, who will benefit from the vast amenities this property has to offer, including a happy and healthy living environment.

The Montgomery Area Chamber of Commerce works to promote a positive business environment that contributes to the community and economic vitality of the Montgomery area while also promoting networking, education and fiscal opportunities for its members. We provide opportunities for the businesses to partner together locally as well as represent them through advocacy to our elected officials at all levels. Please visit our website at www.MontgomeryAreaChamber.com for further information on our organization and our events held throughout the year.

Sincerely,

Shannan Reid
Director
TEXAS SECRETARY of STATE
ROLANDO B. PABLO

UCC | Business Organizations | Trademarks | Notary | Account | Halftaxes | Breach | Log out

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 0073601
Original Date of Filing: Jan 22, 1996
Formation Date: N/A
Entity Status: In existence
Entity Type: Domestic Nonprofit Corporation
Type: N/A
Tax ID: 17407221260
Duration: Perpetual
Name: CONROE-MONTGOMERY COUNTY CHAMBER OF COMMERCE
Address: PO BOX 2347
Conroe, TX 77305-2347 USA

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</table>

Order - Return to Search

Instructions:
* In case an order for additional information about a filing press the 'Order' button.

2/14/2018, 10:29 AM
Mission

Montgomery Area Chamber of Commerce (MACC) is a not-for-profit, voluntary organization of business and professional men and women joined together for the purpose of promoting civic and economic progress of our community.

With a make up of 98% small businesses in this market, Montgomery Area Chamber strives to be the trusted resource for business professionals to help their business succeed. We do this by offering quality programming for business best practices, innovation and trends, and economic outlooks that provide our business leaders with the tools they need to make decisions.

The business owners are the true heroes of the Montgomery story, with their pioneering spirits and can do attitudes. Our job at the Chamber is to work behind the scenes to have connections and information at the moment our businesses need it the most.

MISSION STATEMENT

To promote a positive business environment that contributes to the community and economic vitality of the Montgomery area while also promoting networking, education and economic opportunities for its members.
Vision

Vision 2030 - Montgomery Area Chamber seeks to host a Small Business Development Center with adjustable meeting space and technology built to support training and collaborative efforts to aid Small Businesses in the community. This project will be the result of Public-Private Partnerships as well as a relationship with the Business Development arm of Lone Star College.

A community Welcome Center may also be supported to accommodate tourism and visitors seeking more information about the area.

An ongoing partnership for shared space and resources with the Montgomery Economic Development Corporation will continue to thrive as the Montgomery Area sees new growth for the next several decades.

MARK YOUR CALENDAR


(events) View All Events
1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

   Prepared by: SMS Environmental & Ecological Serv.  
   Date of Report: 2/6/2018

   - [ ] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

   - [ ] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

   - [ ] Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

   All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

   All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   - [ ] Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.

   - [ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.

   - [ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.

   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.

   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.

   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.  

     [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

     - Name of Firm:

     - Contact Person:

     - Contact Telephone:  
     Email:

3. **Primary Market Area Map**

   - [x] Primary Market Area (PMA) map with definition of PMA is included behind this tab.

   Prepared by: Allen & Associate Consulting  
   Date of Report:

4. **Property Condition Assessment (PCA)**

   Prepared by: NONE  
   Date of Report:
5. Appraisal

Prepared by: NONE

Date of Report:

6. Site Design and Development Feasibility Report

Prepared by: Johnson & Pace Inc.

Date of Report: 2/12/2018
MARKET AREA

Overview
Market areas are influenced by a variety of interrelated factors. These factors include site location, economic, and demographic characteristics (tenure, income, rent levels, etc.), local transportation patterns, physical boundaries (rivers, streams, topography, etc.), census geographies, and the location of comparable and/or potentially competing communities.

In areas where the county seat is the largest city, centrally located, and draws from the entire county, the county may be the market area. In the case where there are potentially competing communities in one county, the market area may be part of the county. In fact, the market area could include portions of adjacent counties. In this case, a combination of county subdivisions may be used to define the market area. In urban or suburban areas, the market area will be adjacent to the site extending to all locations of similar character with residents or potential residents likely to be interested in the project. In this case, county subdivisions, townships, or a combination of census tracts may be used to define the market area.

Allen & Associates recently conducted a series of property management interviews to better understand market areas and resident moving patterns for multifamily properties. Our study suggested that markets may be classified into the following general categories: urban, suburban and rural. Renters in urban markets are typically willing to move 5 to 10 minutes when looking for a new apartment. Our research also shows that renters in suburban markets are normally willing to move 10 to 15 minutes when looking for a new place to live. Renters in rural markets are typically willing to move 15 to 20 minutes when looking for a new apartment.

Our study suggested that secondary market areas were generally a function of whether the proposed development was family or elderly. Our research suggested that secondary market demand for family properties ranged from 10 to 30 percent. Secondary market demand for elderly properties ranged from 10 to 50 percent. Although seniors move less frequently than younger renters, they are often willing to move longer distances when looking for housing. We considered these general guidelines in our evaluation of the subject property.

Our primary and secondary market area definitions are found below.

Primary Market Area
We defined the primary market area by generating a 20-minute drive time zone around the subject property. We also considered existing concentrations of multifamily properties and the nearest census tract boundaries in our analysis.

Primary market area, drive time and existing multifamily maps are found in the following pages. The primary market area included all or part of the following census tracts:

<table>
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<th>State</th>
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<td>48339694700</td>
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<td>Texas</td>
</tr>
</tbody>
</table>

The primary market area includes a population of 75,720 persons and covers a total of 353.3 square miles, making it 21.2 miles across on average.

Secondary Market Area
We estimate that up to 40 percent of demand will come from areas outside of the primary market area.
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Development Activities section 4 does not have the first two boxes filled-in. This is required.
2. In Development Activities II, section 11, the application does not meet the requirement to score one point. The limit for Region 6, Rural, is $500,000. No changes of the application are allowed relating to this item.
3. Architectural plan sheets that do not fulfill application requirements specified in §10.204(9)(A)-(D) should not be submitted. Plans of foundations, electrical and mechanical systems, flashing, cabinetry, and details of accessibility other than those specified in the rules, are not required. In perspective of the foregoing statement, please explain why architectural plan sheets A2, A6, A11 and A13 were submitted.
4. At least one accessible van parking space is required. It is not shown on the site plan.
5. Accessible routes that go all the way from accessible units to the office and amenities are not shown in the site plan. Revise the site plan or explain how it meets the rule.
6. Accessible Mobility Units Calculation certification form and Addendum to Architect Certification do not agree with site plan.
7. Architect named in the Development Team form is not the architect that signed the architect certifications.
8. Specifications and Building/Unit Type Configuration form does not state the number of parking spaces.
9. Submit drawings of the accessible unit floor plans or indicate where they are already provided.
10. Rent Schedule has $783 as the rent of the 2/1 30% units instead of $483. However, the Rent Collected is $413. Revise the Rent Schedule.
11. To the extent possible, document that the Housing Authority of Montgomery County serves the city of Montgomery and that the utility allowance sheet provided is the most current published document.
12. Syndicator letter must acknowledge developer fees to be paid during construction.
13. Syndicator letter must acknowledge the amounts and terms of other financing or syndicator must sign the Financing Narrative.
14. Feasibility Report requires a preliminary site plan prepared by a civil engineer to include a statement that the plan materially adheres to all applicable zoning, site development, and building code ordinances. Submit the site plan required by the feasibility study instructions of [§10.204(15)(C)].

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final
score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department's Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Tuesday, April 17, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
April 12, 2018

Texas Department of Housing and Community Affairs
PO Box 13941
Austin, TX 78711-3941

Attn: Ben Sheppard, Multifamily Finance Specialist
Re: Star of Texas Seniors, Ltd. TDHCA #18305

Dear Mr. Sheppard,

In response to your 9% HTC Application Deficiency Notice of Star of Texas Seniors (TDHCA 18305), dated April 10, 2018, please find the following responses.

1. Development Activities section 4 does not have the first two boxes filled-in. Please find attached a completed and correct tab 18 Development Activities Part I.

2. Development Activities II, section 11, the application does not meet the requirement to score one point. Understood

3. Architectural plan sheets that do not fulfill application requirements specified in §10.204(9)(A)-(D) should not be submitted. Please explain why architectural plan sheets A2, A6, A11 and A13 were submitted. The extra architectural plan sheets were part of tab 9 and tab 10 for the Readiness to Proceed information. There were several requirements under tab 10 that required additional architectural plans and documentation such as permit ready and status of plans which required us to meet with the City of Montgomery and provide additional information.

4. At least one accessible van parking space is required. It is not shown on the site plan. Please find attached an updated site plan showing the van parking space.

5. Accessible routes that go all the way from accessible units to the office and amenities are not shown in the site plan. Per your conversation with Mr. Bostic. Please find attached an updated site plan that explains the accessible routes.

6. Accessible Mobility Units Calculation certification form and Addendum to Architect Certification do not agree with site plan. Please find attached both certifications have been correct to agree with the site plan.

7. Architect named in the Development Team form is not the architect that signed the architect certifications. Harry Bostic is the architect that works for Myriad Designs, Ltd.

8. Specifications and Building/Unit Type Configuration form does not state the number of parking spaces. Please find attached an updated tab 23 Specifications and Building/Unit Type Configuration.

9. Submit drawings of the accessible unit floor plans or indicate where they are already provided. Per your conversation with Mr. Bostic. Please find attached an updated unit floor plan for one and two bedroom units explaining the handicap units.
10. Rent Schedule has $783 as the rent of 2/1 30% units instead of $483. *Please find attached an updated Rent Schedule.*

11. To the extent possible, document that the Housing Authority of Montgomery County serves the city of Montgomery and that the utility allowance sheet provided is the most current published document. *Please find attached a current utility allowance sheet from the Housing Authority of Montgomery County.*

12. Syndicator letter must acknowledge developer fees to be paid during construction. *Please find attached a letter from the syndicator.*

13. Syndicator letter must acknowledge the amounts and terms of other financing or syndicator must sign the Financing Narrative. *Please find attached the Financing Narrative signed by the syndicator.*

14. Feasibility Report requires a preliminary site plan prepared by a civil engineer to include a statement that the plan materially adheres to all applicable zoning, site development, and building code ordinances. Submit the site plan required by the feasibility study instructions of [§10.204(15)(C)]. *Please find attached a preliminary site plan prepared by a civil engineer.*

Should you have any questions, please do not hesitate to call the number listed above. Thank you in advance for your prompt attention to this matter.

Sincerely,

Emanuel H. Glockzin, Jr.
Representative
Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**
   - # of Units: 32
   - # of Points: 7
   - 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)(6)(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.
     - Yes
     - All Units accessed by the ground floor or by elevator (“affected units”); comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
     - and
     - Yes
     - Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
THE PLANS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE NATIONAL HABITABILITY STANDARDS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

BUILDING X = 1 B. 4-FLS BUILDING E = 2 B. 4-FLS

HEALTH REQUIREMENTS
15.12.3.3.1 UNITS > 3.5 UNITS
3 UNITS PROPOSED
15.12.3.3.2 UNITS > 3.5 UNITS
2 UNITS PROPOSED
15.12.3.3.3 ELEVATOR UNITS
1 UNITS PROPOSED
15.12.3.3.4 4-FLS PARKING UNITS
1 UNITS PROPOSED
15.12.3.3.5 4-FLS LIGHTS
1 UNITS PROPOSED
15.12.3.3.6 4-FLS FURNITURE
1 UNITS PROPOSED
15.12.3.3.7 4-FLS AIR CONDITIONING
1 UNITS PROPOSED

THE PROPOSED PLANS HAVE BEEN DESIGNED TO MEET THE NATIONAL HABITABILITY STANDARDS FOR AN APARTMENT PROJECT FOR THE CITY OF HUNTSVILLE.
# Accessible Mobility Units Calculation

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

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

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

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<th>Mobility</th>
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<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<tr>
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</tr>
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<td>1.6</td>
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<td>3</td>
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*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

**EXAMPLE:**

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<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
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<td>4</td>
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<tr>
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<td>5%</td>
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<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
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<td>2</td>
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<tr>
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<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
<td></td>
<td></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] HARRY BOSTIC
Printed Name

[Date] MYRIAD DESIGNS, LTD
Firm Name (If applicable)
Addendum to Architect Certification  
Star of Texas Seniors, TDHCA #18305

The requirements of Section 504 of Rehabilitation Act of 1973 and implemented at 24CFR Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B by making accessible units available in a sufficient range of sizes and amenities to that the choice of living arrangements of qualified persons with disabilities. Star of Texas Seniors has 32 total units, distributed as follows:

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>B</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>32</td>
<td></td>
<td>1.6</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A - 1/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B - 2/1</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>32</td>
<td></td>
<td>0.64</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

Star of Texas Seniors regardless of building type, all units accessed by the ground floor or by elevator meet the requirements at 10 TAC §10.101(b)(8)(B).

By:  
Harry Bostic, Architect

Date: 4-11-18
### 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 53 through 79.

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

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(b)(3)(B))</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>Fire Sprinklers</td>
<td>NO</td>
<td>Elevators</td>
<td>NO</td>
</tr>
<tr>
<td>Number of Parking</td>
<td>Free</td>
<td>Paid</td>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Architectural Drawings:</td>
<td>Attached Garage Spaces</td>
<td>80</td>
<td>Uncovered Spaces</td>
<td></td>
</tr>
<tr>
<td>Floor Composition/Well Height:</td>
<td>100</td>
<td>Carpet/Vinyl/Resilient Flooring</td>
<td>9 ft</td>
<td>Ceiling Height</td>
</tr>
<tr>
<td>% Ceramic Tile</td>
<td>% Other</td>
<td>Describe:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Unit Type Table

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</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>A</td>
<td>1</td>
<td>1</td>
<td>812</td>
<td>4</td>
<td>4</td>
<td>16</td>
<td>12,992</td>
</tr>
<tr>
<td>0</td>
<td>2</td>
<td>1</td>
<td>1,038</td>
<td>4</td>
<td>4</td>
<td>16</td>
<td>16,608</td>
</tr>
</tbody>
</table>

**Total**

| Totals | 16 | 16 | - | - | - | - | - | - | - | - | 32 | 29,600 |

#### Net Rentaal Square Footage from Rent Schedule

- 29,600

### 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: ___________________
Rent Schedule

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/inc)</th>
<th>National HTF Units</th>
<th>TOHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Rentable Sq. Ft.</th>
<th>Program Rent/Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>812</td>
<td>2,436</td>
<td>402</td>
<td>345</td>
<td>1,035</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>812</td>
<td>4,060</td>
<td>670</td>
<td>613</td>
<td>3,065</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>812</td>
<td>6,496</td>
<td>804</td>
<td>747</td>
<td>5,976</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>2</td>
<td>1.0</td>
<td></td>
<td>1038</td>
<td>3,114</td>
<td>483</td>
<td>413</td>
<td>1,239</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>5</td>
<td>2</td>
<td>1.0</td>
<td></td>
<td>1038</td>
<td>5,190</td>
<td>805</td>
<td>735</td>
<td>3,675</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>2</td>
<td>1.0</td>
<td></td>
<td>1038</td>
<td>8,304</td>
<td>966</td>
<td>896</td>
<td>7,168</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** 33  29,601  22,158

- **Non Rental Income** $10.00 per unit/month for: Application Fees/Credit Reports 320
- **Total Nonrental Income** $10.00 per unit/month 320
- **Total Gross Monthly Income** 22,478
- **Provision for Vacancy & Collectible Loss** % of Potential Gross Income: 7.50% (1,686)
- **Rental Concessions (enter as a negative number)** Enter as a negative value
- **Effective Gross Monthly Income** 20,792

\[ 20,792 \times 12 = \text{Effective Gross Annual Income} \]

249,506

If a revised form is submitted, date of submission: 

66315.075
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>7</td>
<td>11</td>
<td>13</td>
<td>18</td>
<td>22</td>
<td>26</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>14</td>
<td>18</td>
<td>20</td>
<td>24</td>
<td>27</td>
<td>29</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>12</td>
<td>16</td>
<td>22</td>
<td>26</td>
<td>32</td>
<td>38</td>
</tr>
<tr>
<td>Water Heating a. Natural Gas</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>7</td>
<td>9</td>
<td>11</td>
<td>13</td>
<td>18</td>
<td>22</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>12</td>
<td>12</td>
<td>12</td>
<td>17</td>
<td>20</td>
<td>25</td>
</tr>
<tr>
<td>Sewer</td>
<td>23</td>
<td>23</td>
<td>23</td>
<td>29</td>
<td>32</td>
<td>37</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Other – Gas up charge for tenant</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>

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

Name of Family

Address of unit

Number of Bedrooms

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$57</td>
</tr>
<tr>
<td>Cooling</td>
<td>$70</td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Total $
April 11, 2018

Mr. Emanuel H. Glockzin, Jr.
Brazos Valley Construction, Inc.
4500 Carter Creek, Suite 101
Bryan, Texas 77802

Re: Star of Texas Seniors, Ltd.
    Star of Texas Seniors Apartments, Montgomery, Texas

Dear Emanuel:

In response to the 9% HTC Application Deficiency Notice, dated April 10, 2018, please note that none of the development fee will be paid either at closing or during construction. All of the development fee projected to be paid by capital sources shall be paid upon construction completion or later.

As always, please feel free to call me with any questions or concerns.

Sincerely,

Joshua K. Gould
Vice President, Acquisitions
# Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amortization</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td>Prosperity Bank</td>
<td>Conventional Loan</td>
<td>$1,100,000</td>
<td>$ 1,100,000</td>
<td>5.00% 30 15 1</td>
<td></td>
</tr>
</tbody>
</table>

| Third Party Equity     |                        |                    |               |                  |              |            |                |
| Boston Capital         | HTC                     | $ 613,529 | $ 4,969,585 | $ 4,969,585 | |

| Grant                  |                        |                    |               |                  |              |            |                |
| City of Montgomery     | In-Kind Contribution   | $ 2,000 | $ 2,000 | |

| Deferred Developer Fee |                        |                    |               |                  |              |            |                |
| Commonwealth Development| Deferred Developer    | $ 279,399 | $ 279,399 | |

| Other                  |                        |                    |               |                  |              |            |                |
| Direct Loan Match      |                        |                    |               |                  |              |            |                |

| Total Sources of Funds | $ 6,350,984 | $ 6,350,984 | |
| Total Uses of Funds    | $ 6,350,984 | $ 6,350,984 | |
INSTRUCTION: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and other types of funds to be used for development. The information must be consistent with any 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).

Star of Texas Seniors will be financed with a combination of Housing Tax Credits, a conventional bank loan, a financial commitment from the City of Montgomery in the form of a Resolution for a reduction of $2,000 towards water/sewer tap fees, and also a deferred developer fee. Boston Capital will be the Tax Credit Investor and their attached term letter reflects a $0.81 acquisition price for a total equity contribution of $4,969,585. Prosperity Bank has issued a commitment letter for a Conventional Loan in the amount of $1,100,000, amortized for 30 years with a term of fifteen at an interest rate of 5% and 1 year interim construction loan. This bank loan will assume the first lien position. There will also be a deferred development fee in the amount of $279,399 which will be payable to the developer Commonwealth Development, Inc., and will be paid from cash flow.

Describe the replacement reserves:

A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to the application loan documents.

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:

Properties rents will be collected at the first of the month and will be considered late on the 5th in which late fees will be charged. Star of Texas Seniors rents are based on 30%, 50% and 60% units. Star of Texas Seniors will not have operating subsidies or project based assistance but will accept HUD vouchers from qualified tenants.


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: Joshua K. Gould

Telephone: 617-624-9835

Email address: jgould@bostoncapital.com

Date: 4/11/2018

VP, ACQUISITIONS
BOSTON CAPITAL

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

Proposed Use:
Senior Apartments

Proposed Units:
16 Units - 4 Building Type A (1 Bedroom Quadplex)
16 Units - 4 Building Type B (2 Bedroom Quadplex)

Total: Proposed Area: 35.0 acres

Parking Spaces Required:
16 - 1 BR Units at 1.0 per Unit = 16
16 - 2 BR Units at 2.0 per Unit = 32
3.200 SF at 1/300 SF = 10
5% Visitor Parking = 6

Total: 64

Parking Spaces Shown: 69
(to be adjusted to meet City requirements)

3. No portion of this property lies within the 100-year floodplain as per FEMA FEMA Map Number: 661304/000400 Effective Date: August 14, 2014.

3. The plan materially adheres to all applicable zoning, site development, and building code ordinances.
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) "Leveraging of Private, State, and Federal Resources", 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(e)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 18305, Star of Texas Seniors

**Section 1:**
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 118
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 117
Difference between Requested and Awarded: 1

**Section 2:**
Points Awarded for §11.9(c)(8) Readiness to Proceed: 0
Points Awarded for §11.9(d)(1) Local Government Support: 17
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

**Section 3:**
Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

**Section 4:**
Final Score Awarded to Application by Department staff (Including all points): 150

**Section 5:**
Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:
§11.9(c)(8) Readiness to Proceed. The application requested points under this scoring item but it appears that the required zoning was denied. (Requested 5, Awarded 0)

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Thursday, August 2, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

*Sharon D. Gamble*
Sharon D. Gamble
Competitive HTC Program Administrator
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that four scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
**Page 2 of Final Scoring Notice: 18305, Star of Texas Seniors**

**Section 1:**

Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 118

Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 117

Difference between Requested and Awarded: 1

**Section 2:**

<table>
<thead>
<tr>
<th>Points Awarded for §11.9(c)(8) Readiness to Proceed:</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points Awarded for §11.9(d)(1) Local Government Support:</td>
<td>17</td>
</tr>
<tr>
<td>Points Awarded for §11.9(d)(4) Quantifiable Community Participation:</td>
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<td>Points Awarded for §11.9(d)(6) Input from Community Organizations:</td>
<td>4</td>
</tr>
<tr>
<td>Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:</td>
<td>0</td>
</tr>
</tbody>
</table>

**Section 3:**

Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

**Section 4:**

Final Score Awarded to Application by Department staff (Including all points): 155

**Section 5:**

Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:

§11.9(e)(8) Fundoing Request Amount. The Application does not qualify for points under this item as the request exceeds the amount available for the sub-region. (Requested 1, Awarded 0)

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 10:00 a.m. Austin local time, Thursday, April 26, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

*Sharon D. Gamble*

Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
May 1, 2018

Email to: sharon.gamble@tdhca.state.tx.us
Sharon Gamble, Administrator
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: TDHCA #18305 - Star of Texas Seniors, Montgomery, Montgomery County, TX; Third Party Request for Administrative Deficiency

Dear Ms. Gamble:

This letter serves as a Third-Party Request for an Administrative Deficiency relating to the Star of Texas Seniors Application #18305 (the “Application”). A check in the amount of $500.00 for the requisite fee has been delivered.

After reviewing the Application, the following issues were observed that we believe warrant further consideration by the Department:

1. Site Control: Meeting the Site Control requirements set forth in Section 10.204 of the 2018 Uniform Multifamily Rules (the “Rules”) is a minimum requirement that must be met in order for an application to be deemed complete, and thus be eligible for an allocation of 9% Low Income Housing Tax Credits. The Rules define Site Control as “Ownership or a current contract or series of contracts, that meets the requirements of §10.204(10) of this chapter, that is legally enforceable giving the Applicant the ability, not subject to any legal defense by the owner, to develop a Property and subject it to a LURA reflecting the requirements of any awards of assistance it may receive from the Department.” (emphasis added).

The Application contains the initial Commercial Contract – Unimproved Property, dated effective November 10, 2016 (the “Contract”) and states the Sellers are “Larry D. Jacobs and Michael V. Wise” and is initialed on each page and executed by both individuals (see Exhibit “A” attached hereto). The Contract provided for a Feasibility Period through April 30, 2017, followed by closing on or before 60 days thereafter. A Commercial Contract Amendment was dated effective February 3, 2017 (the “First Amendment”), also initialed on
each page and executed by both Larry D. Jacobs and Michael V. Wise. The First Amendment extended the Feasibility Period to December 31, 2017, retaining the same requirement to close 60 days thereafter (see Exhibit “B” attached hereto). The Application also contains a Commercial Contract Amendment dated effective December 19, 2017 (the “Second Amendment”), purporting to extend the Feasibility Period to August 10, 2018, also retaining the requirement to close 60 days thereafter. However, this Second Amendment failed to be initialed or executed by Michael V. Wise, and is signed only by Larry D. Jacobs (see Exhibit “C” attached hereto).

In Texas, if two or more people (who are not married) are named as grantees in a deed, and nothing more is said, the law presumes they are tenants-in-common (aka co-tenants) (Tex. Est. Code §101.002). Tenants-in-common each own an undivided interest in the property, and they share the nonexclusive right to use, possess, sell and encumber the property. A co-tenant can convey his or her own undivided interest in the property without the other’s consent, but, without other legal documentation granting such right, cannot bind the other co-tenant. Co-tenants are not legal partners or agents of one another, and no co-tenant has the right to convey the other co-tenant’s undivided interest in the property without proper consent. The Deed conveying the property to the Sellers, as well as the Title Commitment contained in the Application (both attached hereto as Exhibit “D”), indicate that ownership between Larry D. Jacobs and Michael V. Wise is held as tenants-in-common.

Also of note is that Larry D. Jacobs and Michael V. Wise executed the Initial Contract each using the title “Partner” but did not otherwise indicate the existence of any sort of partnership in the Initial Contract or anywhere else in the Application. The First Amendment is signed by the Sellers as individuals with no titles. The purported Second Amendment reflects only the signature of Larry Jacobs, but again uses the title “Partner.” The inconsistent use of the label “partner” is not sufficient in and of itself to create a partnership that would permit one partner to bind the other without authorized consent. Further, under Texas law (including the Statute of Frauds), an executory contract for land is not enforceable unless the contract is in writing and signed by each party to be bound (or by the party’s authorized representative).

There is no documentation that was included in the Application that names Larry D. Jacobs as the authorized representative of, or grants any other legal authority to bind, Michael V. Wise with regard to the Second Amendment. As such, the Second Amendment appears to be insufficient to obligate the sale of the Property. Therefore, pursuant to the Contract and the First Amendment, which do appear to be sufficiently executed, the valid Site Control documentation submitted in the Application reflects a Feasibility Period that expired December 31, 2017, which also required closing to have occurred no later than March 1, 2018. No conveyance to the Applicant has occurred, either on or prior to March 1, 2018, or since then, according to the Montgomery Central Appraisal District (see Exhibit “E” attached hereto). Consequently, the Application appears to lack sufficient evidence of Site Control by the Application deadline, and we suggest the Application should be terminated.
2. **Zoning**: After careful review and analysis of the applicable city zoning ordinances of the City of Montgomery (relevant portions highlighted and attached hereto as Exhibit “F”), we sought clarification from the City’s attorney as to whether the proposed Development Site was properly zoned and were able to confirm that it, in fact, is NOT properly zoned. That request and analysis is attached hereto as Exhibit “G”, followed by the City Attorney’s confirmation attached hereto as Exhibit “H”. Despite the Application including a letter from a local government official with appropriate jurisdiction stating that the Site is appropriately zoned, we believe such conclusion was erroneous and, in addition to the aforementioned applicable zoning ordinances, legal analysis and City Attorney confirmation, we offer the following information and analysis for further review by the Department:

   (a) **Feasibility Report/Site Information.** Tab 7, Part 4 of the Site Information Part I of the Application (Zoning and Flood Zone Designation) requires the code or descriptive name of the Site’s current zoning to be stated exactly as it is stated in the local zoning code and asks if the Development Site is properly zoned. In addition, under Section 10.205(15) of the Rules, the Feasibility Report required for all new construction applications is supposed to include a summary of zoning requirements, including applicable ordinances as well as website links and “[c]areful focus and attention should be made regarding any atypical items materially impacting costs or the successful and timely execution of the Development plan.”

   The Feasibility Report submitted with the Application fails to summarize, refer to, or provide website links to the applicable zoning ordinance. The relevant portion of the Feasibility Report is attached hereto as Exhibit “I”. While the report does make note of the applicable ordinances relevant to “Platting Requirements” just below the “Existing Zoning” section, it fails to reference the ordinances applicable to the existing zoning. Had the Feasibility Report summarized the City’s zoning ordinance as required, the determination would have been made that the proposed Development Site was not properly zoned and appropriate steps could have been taken to pursue resolution. Therefore, instead of marking “Yes” on Tab 7, Part 4 as to whether the site was properly zoned (see attached Exhibit “J”), it should have shown “No” and the Application should have instead included a letter from the appropriate local government official that a zoning change was in process and that the jurisdiction received a release agreeing to hold the political subdivision and all other parties harmless. Because the Application does not reflect accurate zoning information nor does it contain the required supporting evidence, and because such determination of improper zoning was both entirely foreseeable and preventable, we suggest the Application should be terminated.

3. **Readiness to Proceed**: In order to claim the 5 points under Section 11.9(c)(8) of the QAP “Readiness to Proceed,” and pursuant to the 2018 Multifamily Application Procedures Manual, applications **MUST** include evidence that appropriate zoning will be in place at award. Because the Application’s evidence of zoning is inaccurate, either re-zoning would be required or obtaining a special use permit would be required. The process of achieving either is time-consuming and there are no assurances of either being granted. Obtaining a special use permit would require a report from the Planning and Zoning Commission recommending the permit along with any conditions required to comply with the City’s Comprehensive Plan, a public
hearing, and a 4/5 vote of City Council. In addition, a special use permit may be revoked at any time by a majority vote of City Council. Re-zoning, which would provide a safeguard against the ability to revoke that poses a risk under a special use permit, is even more arduous. Re-zoning also requires a favorable report from the Planning and Zoning Commission, but requires multiple public hearings as well as required notices to be delivered to surrounding land owners and the school district. If there is an unfavorable recommendation in the report or significant protest by eligible land owners, the re-zoning would require a 3/4 affirmative vote by City Council.

Because the Application contained inaccurate information regarding zoning of the Development Site, no evidence exists in the Application to indicate that appropriate zoning will be in place at award. Additionally, there is no evidence that proper zoning can be achieved in time to close by the end of October. We believe that the 5 points claimed for Readiness to Proceed should be denied.

Thank you for taking the time to review these suggested Administrative Deficiencies.

Very truly yours,

Andrea Steel

Cc: Emanuel H. Glockzin, Jr. (emanuel@edgproperties.net)
EXHIBIT "A"

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Larry D. Jacobs and Michael V. Wise

Address: 
Phone: E-mail: Larrybland@email.com
Fax: Other:

Buyer: Emanuel Glueckzin, as trustee or assigns

Address: 
Phone: E-mail: emanueldgproperties.net
Fax: Other:

2. PROPERTY:

A. "Property" means that real property situated in Montgomery County, Texas at +/- 9.59 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (address) and that is legally described on the attached Exhibit A, or as follows: +/- 9.59 Acres out of A021 - Rigby Ben 5, Tract 46-A, Acres 37.94

B. Seller will sell and convey the Property together with:
   (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gors, and rights-of-way;
   (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
   (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:
   (1) Cash portion payable by Buyer at closing: $ 1,044,951.00
   (2) Sum of all financing described in Paragraph 4: $
   (3) Sales price (sum of 3A(1) and 3A(2)): $ 1,044,951.00

(TAR-1906) 1-1-16
Initialed for Identification by Seller and Buyer. This form is for the exclusive use of the subscriber named below. Any use by others is strictly prohibited. Use of this form does not indicate membership in the Texas Association of REALTORS®.

Page 1 of 12
B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $_______ per:
☐ [ ] square-foot of □ total area □ net area.
☐ [ ] acre of □ total area □ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) ____________________________

(c) If the sales price is adjusted by more than ______% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ______ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(3) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $__________.

This contract:
☐ (1) is contingent upon Buyer obtaining third party financing;
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $______.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931). In the amount of $__________.

6. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $______ as earnest money with [title company] at 5555 Madison Road 2121 Montgomery 77306 (address) [seller's name] (seller).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $__________ with the title company to be made part of the earnest money on or before:
☐ (i) ______ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) ______

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 6B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

(TAR-1022) 1-1-15
Initials for identification by Seller [seller's name], [seller's name], and Buyer [buyer's name].

Page 2 of 13
Produced with approval by Legal, Title Company, Real Estate, and Financial Services, Washington, D.C.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

(a) those exceptions permitted by this contract or as may be approved by Buyer in writing; and

(b) the standard printed exceptions contained in the preprinted form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

☐ (a) will not be amended or deleted from the title policy.

☐ (b) will be amended to read "shortage in areas" at the expense of ☐ Buyer ☐ Seller.

(3) Within ___14___ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within ___60___ days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense, and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _________ (insert amount) of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property, along with an affidavit required by the title company for approval of the existing survey, if the existing survey is not acceptable to the title company. Seller, at Seller's expense, will provide a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _________ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within ___30___ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a
commercial contract - unimproved property containing

4/- 9.59 acres at 0 long star parkway,

montgomery, tx. 77356

special flood hazard area (an "a" or "v" zone as defined by fema). if paragraph 6b(1) applies, buyer is deemed to receive the survey on the earlier of: (i) the date of buyer's actual receipt of the survey; or (ii) the deadline specified in paragraph 6b.

(2) seller may, but is not obligated to, cure buyer's timely objections within 15 days after seller receives the objections. the closing date will be extended as necessary to provide such time to cure the objections. if seller fails to cure the objections by the time required, buyer may terminate this contract by providing written notice to seller within 5 days after the time by which seller must cure the objections. if buyer terminates, the earnest money, less any independent consideration under paragraph 7b(1), will be refunded to buyer.

(3) buyer's failure to timely object or terminate under this paragraph 6c is a waiver of buyer's right to object except that buyer will not waive the requirements in schedule c of the commitment.

7. property condition:

a. present condition: buyer accepts the property in its present condition except that seller, at seller's expense, will complete the following before closing:

b. feasibility period: buyer may terminate this contract for any reason within days after the effective date (feasibility period) by providing seller written notice of termination. (check only one box.)

☐ (1) if buyer terminates under this paragraph 7b, the earnest money will be refunded to buyer less § 300.00 that seller will retain as independent consideration for buyer's unrestricted right to terminate. buyer has tendered the independent consideration to seller upon payment of the amount specified in paragraph 6a to the title company. the independent consideration is to be credited to the sales price only upon closing of the sale. if no seller amount is stated in this paragraph 7b(1) or if buyer fails to deposit the earnest money, buyer will not have the right to terminate under this paragraph 7b.

☐ (2) no later than 3 days after the effective date, buyer must pay seller $ as independent consideration for buyer's right to terminate by tendering such amount to seller or seller's agent. if buyer terminates under this paragraph 7b, the earnest money will be refunded to buyer and seller will retain the independent consideration. the independent consideration will be credited to the sales price only upon closing of the sale. if no seller amount is stated in this paragraph 7b(2) or if buyer fails to pay the independent consideration, buyer will not have the right to terminate under this paragraph 7b.

c. inspections, studies, or assessments:

(1) during the feasibility period, buyer, at buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the property (including all improvements and fixtures) desired by buyer.

(2) buyer must:

(a) employ only trained and qualified inspectors and assessors;
(b) notify seller in advance, of when the inspectors or assessors will be on the property;
(c) abide by any reasonable entry rules or requirements of seller;
(d) not interfere with existing operations or occupants of the property; and
(e) restore the property to its original condition if altered due to inspections, studies, or assessments that buyer completes or causes to be completed.

(tar-1802) 1-1-18

initialed for identification by seller and buyer

page 4 of 13
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
  □ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  □ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  □ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
  □ (d) copies of property tax statements for the Property for the previous 2 calendar years;
  □ (e) plats of the Property;
  □ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
  □ (g) ____________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)
  □ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
  □ (b) destroy or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
  □ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

6. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
  (1) any failure by Seller to comply with Seller's obligations under the leases;
  (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
  (3) any advance sums paid by a tenant under any lease;

(TAR-1802) 1-4-16

Initiated for Identification by Seller [Signature]

[Signature] and Buyer [Signature]
Commercial Contract - Unimproved Property concerning
+/- 9.39 Acres at 0 Lone Star Parkway,
Montgomery, TX 77356

(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within 30 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1998 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 30 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jacobs Properties
Cooperating Broker: Texas C.R.E.S., LLC

Agent: Larry D. Jacobs
Agent: Joel C. English
Address: P.O. Box 1370
Address: 11020 Bear Creek Drive
Montgomery, TX 77356
Cypress, TX 77429
Phone & Fax: (936) 597-3317
Phone & Fax: 713-947-7280
E-mail: LarryJ@jaco.com
E-mail: Joel@texascore.com
License No.: 124795
License No.: 990459

Principal Broker: (Check only one box):
☐ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers (and below the parties' signatures to this contract).

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☐ 3,000 % of the sales price.
☐ 2,000 % of the sales price.

Cooperating Broker a total cash fee of:
☐ 2,000 % of the sales price.
☐ 3,000 % of the sales price.

The cash fees will be paid in Montgomery County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

(TAR-1920) 1-1-16
Initiated for identification by Seller and Buyer.

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www.tar.com www.tar.com
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ___ 60 ___ days after the expiration of the feasibility period.
   □ ___ ______ (specific date).
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller’s expense, a □ general □ special warranty deed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6B or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees; tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person; or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller’s proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22B.)

1) Buyer will grant Seller an access easement to the remainder tract. The terms of this easement agreement will be negotiated and agreed upon during the feasibility period.

2) Buyer shall be entitled to extend the feasibility period to July 31, 2017 by notifying and directing the Title Company to release two thousand five hundred dollars ($2,500.00) of the Earnest Money directly to Seller for this extension option. Released Earnest Money will be non-refundable but applicable to the purchase price at closing.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) release of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount paid at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

D. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest assessments for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental...

(TAR-1002) 1-1-16
Initiated for Identification by Seller [Signature] and Buyer [Signature]...

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payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prepaid within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default, and Seller, as Seller’s sole remedy, may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies, or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the escrow certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: if before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer’s election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

17. ATTORNEY’S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney’s fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer’s closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses, incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the broker.
G. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. Seller or Buyer intends to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1034 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply with the requirements set forth in Section 1034 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

18. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:

   (1) any subsurface structures, oil, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
   (3) any environmental hazards or conditions that materially affect the Property;
   (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
   (5) whether radon, asbestos, or similar materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
   (6) any wetlands, as defined by federal or state law or regulation, on the Property;
   (7) any threatened or endangered species or their habitat on the Property;
   (8) any present or past infestation of wood-destroying insects in the Property's improvements;
   (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
   (10) any condition on the Property that violates any law or ordinance.

   (Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail, return receipt requested, or sent by facsimile transmission to the parties' addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller consents to receive any notice by e-mail at Seller's e-mail address stated in Paragraph 1.

☐ B. Buyer consents to receive any notice by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)
   □ (1) Property Description Exhibit Identified in Paragraph 2;
   □ (2) Commercial Contract Financing Addendum (TAR-1381);
   □ (3) Commercial Property Condition Statement (TAR-1400);
   □ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   □ (5) Notice to Purchaser of Real Property in a Water District (MUG);
   □ (6) Addendum for Coastal Area Property (TAR-1916);
   □ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   □ (8) Information About Brokerage Services (TAR-2601); and
   □ ( ) ____________________________

(1) Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are preprinted by the Texas Real Estate Commissioner (TRRE) or published by TAR are appropriate for use with this contract.

E. Buyer may not assign this contract, if Buyer assigns the contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under this provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer’s selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 48, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or ad valorem fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: “The real property, described below, that you are about to purchase may be located in a certified water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certified area. If your property is located in a certified area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines of other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certified area and contact the utility service provider to determine the cost that you

(TAR-1902) 1-1-16
Initialed for Identification by Seller and Buyer.
will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. The real property is described in Paragraph 2 of this contract.

C. If the Property adjoins a common boundary with the tidally-influenced submerged lands of the state, §33.185 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §81.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that delineates its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances, and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and appraisers is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the creditworthiness of the parties.

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

26. CONTRACT ABandon: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 8, 2026, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT YOUR ATTORNEY BEFORE SIGNING.

Seller: Larry D. Jacobs and Michelle V. White

By:
By (signature):
Printed Name: Lawrence Jacobs
Title: Co-Owner

By:
By (signature):
Printed Name: Michael V. White
Title: Co-Owner

Buyer: Samuel Blockin, as trustee or assign

By:
By (signature):
Printed Name: Samuel Blockin
Title: Trustee

By:
By (signature):
Printed Name:
Title: 

CAB-11003-1-1-16
AGREEMENT BETWEEN BROKERS

Principal Broker agrees to pay ________________________________ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ $ __________, or
☐ __________% of the sales price, or
☐ __________% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fees at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: ____________________________  Cooperating Broker: ____________________________

By: ____________________________  By: ____________________________

ATTORNEYS

Seller's attorney: ____________________________  Buyer's attorney: ____________________________
Address: ____________________________  Address: ____________________________
Phone & Fax: ____________________________  Phone & Fax: ____________________________
E-mail: ____________________________  E-mail: ____________________________
Seller's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Seller.
☐ Buyer sends to Seller.
Buyer's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

ONE (1) the contract on this day Nov. 21st, 2011 (effective date);

$10,000.00 earnest money in the amount of $10,000.00 in the form of earnest transfer.

Title company: REPUBLIC TITLE

By: ____________________________

Assigned file number (3#): 1101619281  E-mail: SGERBER@ADREPUBLIC TITLE.COM
Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including those performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER’S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker’s own interests;
- Inform the client of any material information about the property or transaction known by the broker;
- Answer the client’s questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner’s agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner’s agent must perform the broker’s minimum duties above and must inform the owner of any material information about the property or transaction known by the broker, including information disclosed to the agent by the seller or seller’s agent.

AS AGENT FOR BUYER/ TENANT: The broker becomes the buyer/tenant’s agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer’s agent must perform the broker’s minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer’s agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties, the broker must obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker’s obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction fairly and equally;
- May, in the written agreement, appoint a different license holder to act on behalf of one party (seller and buyer must communicate with, provide opinions and advise the, and carry out the instructions of each party to the transaction);
- Must not, unless specifically authorized in writing to do so by the parties, disclose:
- That the owner will accept a price less than the written asking price;
- That the buyer/tenant will pay a price greater than the price submitted in a written offer; and
- Any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when acting in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker’s duties and responsibilities to you, and your obligations under the representation agreement;
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for informational purposes. It does not create an obligation for you to use the broker’s services. Please acknowledge receipt of this notice before and retain a copy for your records.

Regulated by the Texas Real Estate Commission
TAR 2501
This form was produced by the subscriber named below through Texas FormsSource.

Texas CRSS, Inc.
3003850

Joel C. Enns
465860
Designated Broker of Firm

Joel C. Enns
License No. 465860

Joel C. Enns
Designated Broker of Firm

Joel C. Enns
License No. 465860

Sales Agent/Associate Name

Buyer/Tenant/Seller/Landlord Name

Date

Information available at www.trec.state.tx.us

IADS 1-0

This form was produced by the subscriber named below through Texas FormsSource.

Texas CRSS, Inc.
3003850

Joel C. Enns
Designated Broker of Firm

Joel C. Enns
License No. 465860

Sales Agent/Associate Name

Buyer/Tenant/Seller/Landlord Name

Date

Information available at www.trec.state.tx.us

IADS 1-0

This form was produced by the subscriber named below through Texas FormsSource.

Texas CRSS, Inc.
3003850

Joel C. Enns
Designated Broker of Firm

Joel C. Enns
License No. 465860

Sales Agent/Associate Name

Buyer/Tenant/Seller/Landlord Name

Date

Information available at www.trec.state.tx.us

IADS 1-0

This form was produced by the subscriber named below through Texas FormsSource.

Texas CRSS, Inc.
3003850

Joel C. Enns
Designated Broker of Firm

Joel C. Enns
License No. 465860

Sales Agent/Associate Name

Buyer/Tenant/Seller/Landlord Name

Date

Information available at www.trec.state.tx.us

IADS 1-0
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

+/- 6.00 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (GF#1806981)

Effective February 3, 2017, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

X A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. $ 544,500.00

Sum of all financing described in the contract. $ 0

Sales price (sum of cash portion and sum of all financing) $ 544,500.00

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

Property size is amended from +/- 6.00 acres to +/- 5.00 acres. See attached Exhibit "A".

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

Signed:

TAR-1932 1-25-10
Initiated for Identification by Seller and Buyer.
Page 1 of 2

Texas CEDERS, LLC, 10020 East 131st Place, Suite 300, Houston, TX 77070
Phone: 713299-7479 Fax: 713299-7478
Printed with the Form by ShopLogix 15070 Fifteen Mile Road, Farmington Hills, MI 48336
www.tcrime.com
D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on December 31, 2017.

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

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

E. Closing: The closing date in Paragraph 10A of the contract is changed to ____________.

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

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

H. Other Modifications:

Seller: Larry D. Jacobs and Michael V. Wish
By:
By (signature):
Printed Name:
Title: 

Buyer: Emanuel Glockchin, as trustee or assignee
By:
By (signature):
Printed Name:
Title: 

(TAR-1032) 1-25-10
EXHIBIT "A"

PRELIMINARY SITE PLAN
Proposed Senior Housing
Proposed 2000 Acre Road
Montgomery County, Texas

1. Proposed Uses:
   - Senior Apartments
   - Proposed Units:
     24 Units - 6 Building Type A (1 Bedroom Apartments)
     12 Units - 3 Building Type A (2 Bedroom Apartments)
     2 Units - 1 Building Type A (2 Bedroom Duplexes)
   - Total: 38
   - Right of Way:
     0.56 Acres to Lone Star Road
   - Stormwater Pond (1.5 acres)
   - Access Unit at 100 to Lone Star Road

2. A portion of this property is within the 100-year floodplain as per FEMA FIRM Map Number 08107, Effective Date August 24, 2010.

_NOTES_
- Proposed Uses
- Senior Apartments
- Proposed Units:
  - 24 Units - 6 Building Type A (1 Bedroom Apartments)
  - 12 Units - 3 Building Type A (2 Bedroom Apartments)
  - 2 Units - 1 Building Type A (2 Bedroom Duplexes)
- Right of Way:
  - 0.56 Acres to Lone Star Road
- Stormwater Pond (1.5 acres)
- Access Unit at 100 to Lone Star Road

_Parking Spaces Shown:
- 24 - 100 SF at 100 per Unit = 24
- 2 - 200 SF at 100 SF per Unit = 40
- 2 - 200 SF at 100 SF per Unit = 20
- 1000 SF at 1000 SF
- 24 Visitor Parking
- Total 98

 Phần này của khu đất nằm trong zon 100 năm lũ lụt theo FEM

_Utilities:
- Water
- Sewer

_Parking Spaces Shown:
- 24 - 100 SF at 100 per Unit = 24
- 2 - 200 SF at 100 SF per Unit = 40
- 2 - 200 SF at 100 SF per Unit = 20
- 1000 SF at 1000 SF
- 24 Visitor Parking
- Total 98

_Road:
- Lone Star Parkway

SCALE: 1/" = 100'

EXHIBIT "A"
EXHIBIT "C"

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Jan. 2016

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

+/- 5 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (GF#1606981)

Effective December 19, 2017, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
   - Cash portion payable by Buyer at closing: $544,500.00
   - Sum of all financing described in the contract: $0
   - Sales price (sum of cash portion and sum of all financing): $544,500.00

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

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

(TAR-1932) 1-28-10

Initiated for identification by Seller: __________ and Buyer: __________

Page 1 of 2

This form is for the exclusive use of the subscriber named below. Any use by others is strictly prohibited. Use of this form does not indicate membership in the Texas Association of REALTORS®.
Amendment to Commercial Contract concerning +/- 5 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (G#160688)

D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on August 10, 2018.

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

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

E. Closing: The closing date in Paragraph 10A of the contract is changed to ____________________.

F. Expenses: At closing Seller will pay the first $_________________ of Buyer's expenses under Paragraph 1; of the contract.

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

H. Other Modifications:

Seller: Larry D. Jacobs and Michael V. Wise

By: ________________________________
By (signature): ______________________
Printed Name: Larry Jacobs
Title: Partner

Buyer: Emanuel Glockzin, as trustee or assigns

By: ________________________________
By (signature): ______________________
Printed Name: Emanuel Glockzin
Title: Trustee

(TAR-1932) 1-26-10
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

WARRANTY DEED

STATE OF TEXAS

COUNTY OF MONTGOMERY

THAT, REUBEN D. SIMONTON, IV, also known as REUBEN D. SIMONTON, and wife, MARYLYN THORNBERY SIMONTON, hereinafter called Grantors, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash and other good and valuable considerations in hand paid by

LARRY D. JACOBS AND MICHAEL V. WISE

hereinafter called Grantees, receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the sum of $122,800.00, in hand paid by CAPITAL FARM CREDIT, FLCA, hereinafter referred to as Beneficiary, at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount, being payable as specified therein; said note containing the usual acceleration of maturity and attorney’s fees clauses in the event of default; and in consideration of the payment of the above sum by said Beneficiary, Grantors do hereby transfer, set over, assign and convey unto said Beneficiary, its successors and assigns, the vendor’s lien and superior title hereinafter retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors’ favor and by said Grantors assigned to the Beneficiary without recourse;

HAVE GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Grantees all those certain lots, tracts or parcels of land, together with all improvements thereon, lying and being situated in the County of Montgomery, State of Texas, described as follows, to-wit:

A tract of land containing 43.86 acres, more or less, in the Benjamin Rigsby Survey, Abstract No. 31, Montgomery County, Texas and being more particularly described in Exhibit “A” attached hereto (the “Property”)

This conveyance is made and accepted subject to any and all valid covenants, conditions, restrictions, easements and outstanding mineral and/or royalty interests in the oil, gas, and other minerals and leases thereon, now outstanding or affecting the premises herein conveyed, now of record in the County Clerk’s office of Montgomery County, Texas, but only to the extent they are still in force and effect.

Grantors for Grantors and Grantors’ heirs, successors, and assigns forever, reserve all oil, gas, and other minerals in and under and that may be produced from the Property. Grantors waive and convey to Grantees the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantors for the purpose of drilling for, exploring for, mining or otherwise producing oil, gas and other minerals.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns, forever. And Grantors do hereby bind themselves, their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.
But it is agreed and stipulated that a vendor's lien and the superior title is hereby expressly reserved and retained against all of the property conveyed herein in favor of Grantors and herein assigned to Beneficiary to secure the payment of the above described $1,228,000.00 note until the indebtedness evidenced by said note, and all interest thereon and attorney's fees provided therein have been fully paid according to the face and tenor, effect and reading of said note, when this deed shall become absolute; said note being further and additionally secured by Deed of Trust of even date therewith from Grantees to BEN R. NOVASAD, Trustee, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes.

Executed this 1st day of October, 2007

REUBEN D. SIMONTON, IV
Marilyn Thornberry Simonton

STATE OF ARKANSAS
COUNTY OF Arkansas

This instrument was acknowledged before me on the day of October, 2007, by REUBEN D. SIMONTON, IV and wife, MARILYN THORNERRY SIMONTON.

Kaye Wilson
Notary Public, State of Arkansas
BEING a 43.86 acre tract of land situated in the B. Rigsby Survey, Abstract-31, Montgomery County, Texas. Said tract of land being out of a called 240.00 acre tract of land recorded under Clerk’s File No. 9751462, Real Property Records of Montgomery County, and a portion of a called 9.355 acre tract of land as recorded under Clerk’s File No. 9530072, of the Real Property Records of Montgomery County, Texas; Said 43.86 acre tract of land being more particularly described as follows, with all bearing reference to Grid North of the Texas Central Zone, NAD 83;

BEGINNING at a 1/2" iron rod for the northwesterly corner of the said 9.355 acre tract, in an easterly line of the said 240.00 acre tract, also being the southwesterly corner of a called 2.10 acre tract of land as recorded under Volume 273, Page 235 of the Deed records of Montgomery County, Texas, and being an interior angle point of the herein described tract;

THENCE N 86 deg.35' 20" E, along the northerly line of the said 9.355 acre tract, a distance of 819.94 feet to a 5/8" iron rod set being the southeasterly corner of Lawson Street, a 50' Right of Way, as recorded on the plat of Mount Pleasant Height Subdivision in Volume 5, Page 267, of the Map Records of Montgomery County, Texas, also being in the westerly Right of Way of FM 149, and being an angle point of the herein described tract;

THENCE S 04 deg.07' 11" E, along the westerly right of way of FM 149, a distance of 99.42 feet to a 5/8" iron rod found being the northwesterly intersection of FM 149, and the Lonestar Parkway, a variable width Right of Way as recorded under Clerk’s File No.(s) 2006-077575 and 2006-114110, of the Real Property Records of Montgomery County, Texas, and being an angle point of the herein described tract;

Thence along the northerly Right of Way of the Lonestar Parkway as follows:

THENCE S 41°31'36" W a distance of 50.36' to a 5/8" iron rod found;

THENCE S 85°48'12" W a distance of 192.94' to a 5/8" iron rod found;

THENCE S 83°12'25" W a distance of 484.44' to a 5/8" iron rod found;

THENCE with a curve turning to the right, with an arc length of 707.50',
a radius of 1960.00', having a chord which bears of N 86°27'02" W, a chord length of 703.67', to a 5/8" iron rod set;

THENCE N 76°06'44" W a distance of 295.35' to a 5/8" iron rod set;

THENCE with a curve turning to the left, an arc length of 330.30', a radius of 2140.00', a chord which bears N 80°32'03" W, a chord length of 329.97', to a 5/8" iron rod set;

THENCE N 83°37'00" W a distance of 104.73' to a 5/8" iron rod set;

THENCE N 89°09'02" W a distance of 104.62' to a 5/8" iron rod set;

THENCE S 88°03'16" W a distance of 104.63' to a 5/8" iron rod set;

THENCE S 85°15'34" W a distance of 104.63' to a 5/8" iron rod set;

THENCE S 82°27'52" W a distance of 104.62' to a 5/8" iron rod set;

THENCE S 79°40'29" W a distance of 104.42' to a 5/8" iron rod set;

THENCE S 76°52'30" W a distance of 104.83' to a 5/8" iron rod set;

THENCE S 77°36'32" W a distance of 87.35' to a 5/8" iron rod set;

THENCE S 69°10'08" W a distance of 35.33' to a 5/8" to the centerline of Town Creek;

THENCE N 38 deg. 48' 19" W, along the general meanders of Town Creek, a distance of 502.82 feet to a point for corner of the herein described tract;

THENCE N 11 deg. 15' 20" E, along the general meanders of Town Creek, a distance of 65.88 feet to a point being the most southerly point of a called 173.60 acre tract of land as recorded under Clerk's File No. 99050274, of the Real Property Records of Montgomery County, Texas, and being a point for corner of the herein described tract;

THENCE N 41 deg. 05' 50" E, along a southerly line of the said 173.60 acre tract, a distance of 750.77 feet to a 60D nail set in a Fence Post, being the southwesterly corner of a tract of land granted to the Evans Heirs and recorded under Volume 1058, Page 58 of the Deed Records of Montgomery County, Texas, and being the most northerly, northwest corner of the herein described tract;

THENCE S 85 deg. 57' 20" E, along the southerly line of the said Evans tract, a distance of 241.90 feet to a 5/8" iron rod set in being an angle point of the herein described tract;

THENCE N 88 deg. 44' 24" E, along the southerly line of the said Evans tract, a distance of 543.50 feet to an iron bar in the southerly line of the Evans tract, being the northwesterly corner of a called
4.00 acre tract of land as recorded under Volume 1090, Page 136 of the Deed Records of Montgomery County, Texas, and being an angle point of the herein described tract;

THENCE S 03 deg. 32' 06" E, along the westerly line of the said 4.00 acre tract, a distance of 346.01 feet to a found ½" iron rod, being the southwesterly corner of the said 4.00 acre tract, and being an angle point of the herein described tract;

THENCE N 85 deg. 57' 35" E, along the southerly line of the said 4.00 acre tract, a distance of 754.78 feet to a Fence Corner in the southerly line of a called 5.00 acre tract of land as recorded under Volume 190, Page 427, of the Deed Records of Montgomery County, Texas, and being an angle point of the herein described tract;

THENCE S 55 deg. 46' 25" E, along the westerly line of the 2.60 acre tract recorded under Clerks File No. 9344165 a distance of 316.87 feet to a found 1/2" iron rod and being the most Northwesterly corner of a 2.10 acre tract recorded under volume 278, page 235 Deed Records Montgomery County, Texas and an angle point of the herein described tract.

THENCE S 03 deg. 24' 36" E, a distance of 470.23' to a found 1/2" iron rod being the POINT OF BEGINNING containing 43.86 acres of land more or less.

FILED FOR RECORD
2007 OCT 4  PM 3:31

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

OCT - 4 2007

County Clerk
Montgomery County, Texas

ORDOCS MBB1124 EXHIBIT "A"
PAGE 3 OF 3
SCHEDULE A

3 Revision February 13, 2018

Susie Geisler/April Bond/DN/
Effective Date: February 8, 2018, 7:00 A.M.

G.F. No. or File No. 1606981

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: $544,500.00
       PROPOSED INSURED: Emanuel Glockzin
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -
       ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount:
       PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount:
       PROPOSED INSURED:
       Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount:
       PROPOSED INSURED:
       Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount:
       PROPOSED INSURED:
       Proposed Borrower:
   (f) OTHER
       Policy Amount:
       PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple as to Tract 1 Easement Estate as to Tract 2

3. Record title to the land on the Effective Date appears to be vested in: Larry D. Jacobs and Michael V. Wise

4. Legal description of the land:
   TRACT 1:

   A tract of land containing 5.00 acres, more or less, out of that certain 43.86 acre tract in the Benjamin Rigsby Survey,
   Abstract No. 31, Montgomery County, Texas having been conveyed by Deed filed under Clerk's File No. 2007-116280 of the
   Real Property Records of Montgomery County, Texas and being more particularly described in Exhibit "A" attached hereto.

   TRACT 2:

   That certain access easement being a tract of land containing 0.54 acre, more or less, out of that certain 43.86 acre tract in the
   Benjamin Rigsby Survey, Abstract No. 31, Montgomery County, Texas having been conveyed by Deed filed under Clerk's
   File No. 2007-116280 of the Real Property Records of Montgomery County, Texas and being more particularly described in
   Exhibit "A" attached hereto.

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

Old Republic National Title Insurance Company
### 2018 GENERAL INFORMATION

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### 2018 OWNER INFORMATION

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### 2018 VALUE INFORMATION

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### 2018 ENTITIES & EXEMPTIONS

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<td>10/1/2007</td>
<td>SIMONTON, R D</td>
<td>JACOBS, LARRY D &amp; MICHAEL V WISE</td>
<td>449.11/0512</td>
<td>449.11/0512</td>
</tr>
</tbody>
</table>

### DISCLAIMER

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EXHIBIT "F"

Sec. 98-27. - Special use permits.

(a) The city council, by an affirmative four-fifths vote, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in section 98-88, or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted. Before authorization of any of such special uses, the request therefor shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood. A public hearing shall be held in relation thereto before the city council, and notice and publication of the time and place for which shall conform to the procedure prescribed in subsection (b) of this section.

(b) A public hearing shall be held by the city council before adopting any proposed special use permit. Notice of such hearing shall be given by publication one time in a newspaper of general circulation in the city stating the time and place of hearing, which time shall not be earlier than 15 days from the date of publication.

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-84. - Establishment of districts and boundaries.

(a) For the purposes of this chapter, the city is hereby divided into six districts as follows:

(1) District R-1: Single-family residential district.
(2) District R-2: Multifamily residential district.
(3) District B: Commercial district.
(4) District ID: Industrial district.
(5) District I: Institutional district.
(6) District PD: Planned development district.

(b) The location and boundaries of the districts established in this section are shown upon the official zoning map. The zoning map, together with all notations, references and other information shown thereon and all amendments thereto, shall be as much a part of this chapter as if fully set forth and described in this
chapter. The zoning map, properly attested, is on file in the office of the city secretary. Any zoning regulations cannot supersede valid deed restrictions, but shall supplement any such restrictions.  

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-85. - Official zoning map.

The official zoning map of the city shall be kept in the office of the city secretary. The official map shall be kept current and the copies thereof, therein provided for, by entering on such maps any changes which the city council may from time to time order by amendments to the zoning chapter and map. The city secretary, on the adoption of the ordinance from which this chapter is derived, shall affix a certificate identifying the map in his office as the official zoning map of the city.  

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-87. - Compliance with district regulations.

Except as specifically provided in this chapter:

(1) No land shall be used except for purposes permitted in the district in which it is located.

(2) No building shall be erected, converted, enlarged, reconstructed, moved or structurally altered, nor shall any building be used, except for a use permitted in the district in which such building is located.

(3) No building shall be erected, converted, enlarged, reconstructed or structurally altered to exceed the height limit established in this chapter for the district in which such building is located.

(4) No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the area regulations of the district in which such building is located.

(5) No building shall be erected or structurally altered to the extent specifically provided in this chapter except in conformity with the off-street parking regulations of the district in which such building is located.

(6)
The minimum yards, parking spaces, and open spaces, including lot area per family, required by this chapter for each and every building existing at the time of passage of the ordinance from which this chapter is derived, or for any building hereafter erected, shall not be encroached upon or considered as part of the yard or parking space or open space required for any other building, nor shall any lot area be reduced below the requirements of this chapter for the district in which such lot is located.

(7) Every building hereafter erected or structurally altered shall be located on a lot as defined in this chapter, and, except as provided in this chapter, there shall not be more than one main building on one lot.

(8) Every building hereafter erected or structurally altered shall in every way conform to any other city ordinance affecting such property.

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-88. - Table of permitted uses and special uses.

(a) Permitted uses and special uses in the various zoning districts are as specified in the following table:

<table>
<thead>
<tr>
<th>Table 1. Table of Permitted Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permitted Uses</td>
</tr>
<tr>
<td>Accessory uses</td>
</tr>
<tr>
<td>Aerial or ground survey</td>
</tr>
<tr>
<td>Air conditioning sales, retail,</td>
</tr>
<tr>
<td>complete enclosed (services</td>
</tr>
<tr>
<td>incidental)</td>
</tr>
<tr>
<td>Service Description</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Air conditioning-refrigeration services repair (completely enclosed)</td>
</tr>
<tr>
<td>with no installation of central units — heating or cooling</td>
</tr>
<tr>
<td>Airport (nongovernmental)</td>
</tr>
<tr>
<td>Air product manufacturing</td>
</tr>
<tr>
<td>Alcoholic beverage sales off premises</td>
</tr>
<tr>
<td>Alcoholic beverage sales on premises</td>
</tr>
<tr>
<td>Alcoholic beverage storage</td>
</tr>
<tr>
<td>Altering and repairing of wearing apparel</td>
</tr>
<tr>
<td>Ambulance service</td>
</tr>
<tr>
<td>Amusement arcade</td>
</tr>
<tr>
<td>Amusement park (commercial)</td>
</tr>
<tr>
<td>Animal shelter or dog pound (nongovernmental)</td>
</tr>
<tr>
<td>Antique store (completely enclosed)</td>
</tr>
<tr>
<td>Apartment hotel</td>
</tr>
<tr>
<td>Apothecary, limited to the sale of pharmaceutical and medical supplies</td>
</tr>
<tr>
<td>Business Type</td>
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<tr>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Apparel and accessory store</td>
</tr>
<tr>
<td>Appliance repair (completely enclosed)</td>
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<tr>
<td>Armory</td>
</tr>
<tr>
<td>Art gallery and/or museum (commercial retail sale of objects d'art only)</td>
</tr>
<tr>
<td>Asphalt or creosote manufacturing or treatment</td>
</tr>
<tr>
<td>Assisted living</td>
</tr>
<tr>
<td>Automobile and truck sales and service (new and used) (service completely enclosed)</td>
</tr>
<tr>
<td>Automobile car wash</td>
</tr>
<tr>
<td>Automobile filling station and/or service (all repair in district to be completely enclosed)</td>
</tr>
<tr>
<td>Automobile glass sales and installation</td>
</tr>
<tr>
<td>Automobile muffler sales and installation (completely enclosed)</td>
</tr>
<tr>
<td>Activity</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
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<tr>
<td>Automobile parking lots or parking garages (commercial)</td>
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<tr>
<td>Automobile rental</td>
</tr>
<tr>
<td>Automobile repair</td>
</tr>
<tr>
<td>Automobile upholstery sales and installation (completely enclosed)</td>
</tr>
<tr>
<td>Automobile wrecking, dismantling or salvage (enclosed by fence)</td>
</tr>
<tr>
<td>Aviary</td>
</tr>
<tr>
<td>Bait store</td>
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<tr>
<td>Bakery (retail)</td>
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<tr>
<td>Bakery (wholesale)</td>
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<tr>
<td>Barber shop</td>
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<tr>
<td>Beauty salon</td>
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<tr>
<td>Bed and breakfast</td>
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<tr>
<td>Churches</td>
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<tr>
<td>Community home as required by V.T.C.A., Human Resources Code § 123.003</td>
</tr>
<tr>
<td>Activity</td>
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<tr>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Compressed gas manufacturing, repacking and/or storage</td>
</tr>
<tr>
<td>Dairy equipment (wholesale) (completely enclosed)</td>
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<tr>
<td>Dairy products sales (retail)</td>
</tr>
<tr>
<td>Dairy products sales (wholesale)</td>
</tr>
<tr>
<td>Delicatessen</td>
</tr>
<tr>
<td>Department store</td>
</tr>
<tr>
<td>Dog pound or animal shelter (nongovernmental)</td>
</tr>
<tr>
<td>Drug manufacture</td>
</tr>
<tr>
<td>Drug sales (wholesale)</td>
</tr>
<tr>
<td>Drugstore</td>
</tr>
<tr>
<td>Dry cleaning pickup and pressing shops</td>
</tr>
<tr>
<td>Dry cleaning plant</td>
</tr>
<tr>
<td>Dry goods store</td>
</tr>
<tr>
<td>Dry goods (wholesale) (completely enclosed)</td>
</tr>
<tr>
<td>Activity</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Electric power generator station (primary station)</td>
</tr>
<tr>
<td>Electric repair (appliances) (completely enclosed)</td>
</tr>
<tr>
<td>Electric repair shop (heavy equipment)</td>
</tr>
<tr>
<td>Electrical substation, to be enclosed by a fence or wall of minimum six feet in height, with physical installation being enclosed by a barrier which constitutes a visual screen. Visual screening would not be required in ID district</td>
</tr>
<tr>
<td>Electrician</td>
</tr>
<tr>
<td>Electroplating</td>
</tr>
<tr>
<td>Elevator maintenance and service</td>
</tr>
<tr>
<td>Exterminator (completely enclosed)</td>
</tr>
<tr>
<td>Farm equipment sales and service (completely enclosed in B-2 district)</td>
</tr>
<tr>
<td>Farm supplies</td>
</tr>
<tr>
<td>Farming and truck gardening, but not for retail sales (permitted in any district)</td>
</tr>
<tr>
<td>Activity</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Feed store or seed and fertilizer</td>
</tr>
<tr>
<td>Felt manufacture (cloth)</td>
</tr>
<tr>
<td>Fish market (fenced outside storage)</td>
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<tr>
<td>Fish market (retail)</td>
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<tr>
<td>Fish market (wholesale)</td>
</tr>
<tr>
<td>Fix-it shop (completely enclosed)</td>
</tr>
<tr>
<td>Floor covering sales (retail completely enclosed)</td>
</tr>
<tr>
<td>Floral shop (completely enclosed)</td>
</tr>
<tr>
<td>Florist (wholesale) (completely enclosed)</td>
</tr>
<tr>
<td>Food locker plant (retail)</td>
</tr>
<tr>
<td>Food products (wholesale storage and sales)</td>
</tr>
<tr>
<td>Food products manufacture and processing (not rendering)</td>
</tr>
<tr>
<td>Food store</td>
</tr>
<tr>
<td>Food to go (retail, no curb service)</td>
</tr>
<tr>
<td>Foundry</td>
</tr>
<tr>
<td>Business Type</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td>Freight depot (railroad and/or truck)</td>
</tr>
<tr>
<td>Fruit and produce (wholesale)</td>
</tr>
<tr>
<td>Fruit and vegetable stand or store</td>
</tr>
<tr>
<td>Funeral home, mortuary or undertaking establishment</td>
</tr>
<tr>
<td>Fur dyeing, finishing and storing (no tanning, no hide storage)</td>
</tr>
<tr>
<td>Furniture (wholesale sales)</td>
</tr>
<tr>
<td>Furniture repair and upholstering (completely enclosed)</td>
</tr>
<tr>
<td>Furniture repair and upholstering (fenced outside storage)</td>
</tr>
<tr>
<td>Furniture store, retail (completely enclosed) (no repair)</td>
</tr>
<tr>
<td>Furniture store, retail (fenced outside storage)</td>
</tr>
<tr>
<td>Garage, public or storage</td>
</tr>
<tr>
<td>Garden specialty store</td>
</tr>
<tr>
<td>Gas filling station and/or service (all repairs to be completely enclosed)</td>
</tr>
<tr>
<td>Gas regulation station (screening)</td>
</tr>
<tr>
<td>Activity</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Gift shop (completely enclosed)</td>
</tr>
<tr>
<td>Glass (retail sales) (service incidental to sales) (completely enclosed)</td>
</tr>
<tr>
<td>Glass (wholesale sales)</td>
</tr>
<tr>
<td>Glass manufacturing and glass products manufacturing</td>
</tr>
<tr>
<td>Golf course and country club, but no driving range, pitch and putt or miniature golf course</td>
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<tr>
<td>Golf driving range, pitch-and-putt or miniature golf course</td>
</tr>
<tr>
<td>Greenhouse or nursery, retail</td>
</tr>
<tr>
<td>Greenhouse or nursery, wholesale</td>
</tr>
<tr>
<td>Grocery (wholesale)</td>
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<tr>
<td>Grocery store</td>
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<tr>
<td>Gymnasium (commercial)</td>
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<tr>
<td>Hair products manufacturing and processing</td>
</tr>
<tr>
<td>Hardware manufacture</td>
</tr>
<tr>
<td>Hardware sales (wholesale)</td>
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<tr>
<td>Business Type</td>
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<tr>
<td>--------------------------------------------------</td>
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<tr>
<td>Hardware store</td>
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<tr>
<td>Heliport</td>
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<tr>
<td>Hobby supply store</td>
</tr>
<tr>
<td>Hosiery manufacture</td>
</tr>
<tr>
<td>Hospital or sanitarium</td>
</tr>
<tr>
<td>Hotel</td>
</tr>
<tr>
<td>Ice cream and ice milk (retail)</td>
</tr>
<tr>
<td>Ice cream manufacturer (wholesale)</td>
</tr>
<tr>
<td>Ice cream store</td>
</tr>
<tr>
<td>Ice house (no on-premises consumption of alcoholic beverages in B-1 district)</td>
</tr>
<tr>
<td>Ice manufacture</td>
</tr>
<tr>
<td>Insulation manufacture and fabrication</td>
</tr>
<tr>
<td>Interior decorating studio</td>
</tr>
<tr>
<td>Jewelry store</td>
</tr>
<tr>
<td>Junkyard, salvage yard, including storage, baling or selling of rags, papers, iron or junk, need not be enclosed within a structure, but must be enclosed within a fence at least six feet high and adequate to obstruct view, noise and passage of persons; chain-link or similar fencing may be permitted if screen planting is provided</td>
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<tr>
<td>Laboratory (dental or medical)</td>
</tr>
<tr>
<td>Laboratory (research)</td>
</tr>
<tr>
<td>Laboratory (testing)</td>
</tr>
<tr>
<td>Landfill</td>
</tr>
<tr>
<td>Laundry and dry cleaning (self service)</td>
</tr>
<tr>
<td>Laundry or dry cleaning (pickup station)</td>
</tr>
<tr>
<td>Laundry plant</td>
</tr>
<tr>
<td>Leather goods or luggage store</td>
</tr>
<tr>
<td>Library (nongovernmental)</td>
</tr>
<tr>
<td>Linen supply, diaper service or uniform supply</td>
</tr>
<tr>
<td>Category</td>
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<tr>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Loan office</td>
</tr>
<tr>
<td>Locksmith</td>
</tr>
<tr>
<td>Lumber yard and building materials (wholesale)</td>
</tr>
<tr>
<td>Machine shop</td>
</tr>
<tr>
<td>Machine, tools and construction equipment sales and service</td>
</tr>
<tr>
<td>Marine and boat manufacturing</td>
</tr>
<tr>
<td>Marine and boat storage</td>
</tr>
<tr>
<td>Mattress manufacturing and rebuilding</td>
</tr>
<tr>
<td>Massage parlor</td>
</tr>
<tr>
<td>Metal products fabrication</td>
</tr>
<tr>
<td>Milliner (custom)</td>
</tr>
<tr>
<td>Millinery manufacture</td>
</tr>
<tr>
<td>Millwork and similar wood products manufacture</td>
</tr>
<tr>
<td>Motel</td>
</tr>
<tr>
<td>Motorcycle sales and service</td>
</tr>
<tr>
<td>Service Type</td>
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<tr>
<td>------------------------------------------------------------------</td>
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<tr>
<td>Moving and transfer company</td>
</tr>
<tr>
<td>Music store</td>
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<tr>
<td>Nail salon</td>
</tr>
<tr>
<td>News stand</td>
</tr>
<tr>
<td>Night club/dance hall</td>
</tr>
<tr>
<td>Novelty and souvenir manufacture</td>
</tr>
<tr>
<td>Nursery, daycare, or kindergarten (care of up to 6 children)</td>
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<tr>
<td>Nursery, daycare, or kindergarten (care of up to 20 children)</td>
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<tr>
<td>Nursery, daycare, or kindergarten (care of over 20 children)</td>
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<tr>
<td>Nursing home</td>
</tr>
<tr>
<td>Office equipment and furniture manufacture</td>
</tr>
<tr>
<td>Office equipment and supplies (retail)</td>
</tr>
<tr>
<td>Office equipment and supplies (wholesale)</td>
</tr>
<tr>
<td>Offices (professional)</td>
</tr>
<tr>
<td>Business Type</td>
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<tr>
<td>---------------</td>
</tr>
<tr>
<td>Oil and well supplies and machinery sales</td>
</tr>
<tr>
<td>Optical goods (retail)</td>
</tr>
<tr>
<td>Optical goods (wholesale)</td>
</tr>
<tr>
<td>Optician</td>
</tr>
<tr>
<td>Packing and gasket manufacture</td>
</tr>
<tr>
<td>Packing plant (no rendering)</td>
</tr>
<tr>
<td>Paint and wallpaper store</td>
</tr>
<tr>
<td>Paper produce manufacture</td>
</tr>
<tr>
<td>Paper supplies (wholesale)</td>
</tr>
<tr>
<td>Parks, playgrounds, community buildings and other public recreational facilities owned and/or operated by the city or other public agency</td>
</tr>
<tr>
<td>Passenger depot (railroad or bus)</td>
</tr>
<tr>
<td>Pawnshop (completely enclosed)</td>
</tr>
<tr>
<td>Pecan shelling</td>
</tr>
<tr>
<td>Pet shop (completely enclosed)</td>
</tr>
<tr>
<td>Petroleum storage (wholesale)</td>
</tr>
<tr>
<td>Activity</td>
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<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Photographic equipment and supplies sales</td>
</tr>
<tr>
<td>Photographic studio</td>
</tr>
<tr>
<td>Picture framing</td>
</tr>
<tr>
<td>Pipe storage</td>
</tr>
<tr>
<td>Pipeline and electrical transmission lines</td>
</tr>
<tr>
<td>Playground equipment manufacture</td>
</tr>
<tr>
<td>Plumber</td>
</tr>
<tr>
<td>Plumbing fixture sales (completely enclosed) (retail)</td>
</tr>
<tr>
<td>Plumbing fixture sales (wholesale)</td>
</tr>
<tr>
<td>Printer</td>
</tr>
<tr>
<td>Public buildings, including libraries, museums, police stations and fire stations</td>
</tr>
<tr>
<td>Radio station or studio, without transmitter tower</td>
</tr>
<tr>
<td>Radio station with transmitter tower</td>
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<tr>
<td>Reading room</td>
</tr>
<tr>
<td>Recycling plant</td>
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<td>---------------------------------------</td>
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<tr>
<td>Reducing salon</td>
</tr>
<tr>
<td>Refrigerator equipment manufacture</td>
</tr>
<tr>
<td>Restaurant</td>
</tr>
<tr>
<td>Riding stable or academy</td>
</tr>
<tr>
<td>Roominghouse or boardinghouse</td>
</tr>
<tr>
<td>Rug and/or carpet sales</td>
</tr>
<tr>
<td>Rug cleaning</td>
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<tr>
<td>Sand or gravel storage yard</td>
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<tr>
<td>Schools</td>
</tr>
<tr>
<td>Shoe manufacture</td>
</tr>
<tr>
<td>Shoe repair shop</td>
</tr>
<tr>
<td>Shoe sales (retail)</td>
</tr>
<tr>
<td>Shoe sales (wholesale) (completely</td>
</tr>
<tr>
<td>enclosed)</td>
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<tr>
<td>Sign, advertising (excluding business</td>
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<tr>
<td>signs)</td>
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<tr>
<td>Sign shop</td>
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<tr>
<td>Sign shop (completely enclosed)</td>
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<tr>
<td>Activity</td>
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<tr>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Skating facility (outdoor)</td>
</tr>
<tr>
<td>Skating rink (enclosed)</td>
</tr>
<tr>
<td>Small animal clinic or kennel</td>
</tr>
<tr>
<td>Small animal clinic or kennel (completely enclosed)</td>
</tr>
<tr>
<td>Sporting goods store</td>
</tr>
<tr>
<td>Sporting goods (wholesale) (completely enclosed)</td>
</tr>
<tr>
<td>Stamp, coin sales (retail)</td>
</tr>
<tr>
<td>Stationery sales</td>
</tr>
<tr>
<td>Stone cutting or monument manufacturing</td>
</tr>
<tr>
<td>Stone monument sales</td>
</tr>
<tr>
<td>Stone quarry or gravel pit</td>
</tr>
<tr>
<td>Studio for professional work or teaching of any form of fine arts,</td>
</tr>
<tr>
<td>photography, music, drama, dance, painting, etc.</td>
</tr>
<tr>
<td>Surgical or dental supplies store</td>
</tr>
<tr>
<td>Tanning salon</td>
</tr>
<tr>
<td>Activity</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
</tr>
<tr>
<td>Tattoo parlor</td>
</tr>
<tr>
<td>Tavern</td>
</tr>
<tr>
<td>Taxidermist</td>
</tr>
<tr>
<td>Television station or studio without transmitter</td>
</tr>
<tr>
<td>Television station with transmitter tower</td>
</tr>
<tr>
<td>Textile manufacture</td>
</tr>
<tr>
<td>Theater (indoor)</td>
</tr>
<tr>
<td>Theater (outdoor, including drive-in theaters)</td>
</tr>
<tr>
<td>Tile manufacturer (ceramic)</td>
</tr>
<tr>
<td>Tobacco processing</td>
</tr>
<tr>
<td>Tobacco store</td>
</tr>
<tr>
<td>Tool manufacture</td>
</tr>
<tr>
<td>Tool rental (completely enclosed)</td>
</tr>
<tr>
<td>Tool rental (fence outside storage)</td>
</tr>
<tr>
<td>Toy manufacture</td>
</tr>
<tr>
<td>Toy store</td>
</tr>
<tr>
<td>Service</td>
</tr>
<tr>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Trailer manufacture</td>
</tr>
<tr>
<td>Trailer sales</td>
</tr>
<tr>
<td>Transit vehicle storage and service</td>
</tr>
<tr>
<td>Truck repair and maintenance</td>
</tr>
<tr>
<td>Truck stop</td>
</tr>
<tr>
<td>Variety store</td>
</tr>
<tr>
<td>Venetian blinds and metal awning fabrication, repair and cleaning</td>
</tr>
<tr>
<td>Veterinarian (animal on premises)</td>
</tr>
<tr>
<td>Warehousing</td>
</tr>
<tr>
<td>Watch repair</td>
</tr>
<tr>
<td>Water or sewage pumping (nongovernmental)</td>
</tr>
<tr>
<td>Water storage (overhead)</td>
</tr>
<tr>
<td>Welding shop</td>
</tr>
<tr>
<td>Well drilling contractors</td>
</tr>
</tbody>
</table>
Any use not specifically permitted in this table or in the use regulations of each district set out below, shall require a special use permit, after approval by city council.

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-145. - Use regulations.

A building or premises in District R-2 shall not be used except for the following purposes:

1. Uses permitted in an R-2 district in the table in section 98-88.
2. Any use permitted in the R-1 district.
3. Multifamily dwellings, including duplexes and town homes.
4. City homes and condominiums.

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-201. - Description.

District ID industrial is for industrial purposes as described herein.

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-202. - Purpose.

District ID is established to provide for a wide range of industrial uses which are conducted within completely enclosed buildings, and where such use will not be objectionable because of excessive light, smoke, dust, noise, vibration or odor.

(Ord. No. 2014-03, § 1, 5-20-2014)

Sec. 98-203. - Use regulations.

A building or premises in District ID shall be used only for light and heavy industrial purposes as set out in Table 1 in section 98-88.

(Ord. No. 2014-03, § 1, 5-20-2014)
Mr. Foerster,

Thanks for taking my call earlier. Attached is our request for clarification letter as discussed. I look forward to your response and appreciate your willingness to get back to me so promptly. Please let me know if you have any questions.

Thanks,
Andrea

Andrea Hope J. Steel

COATS | ROSE
A PROFESSIONAL CORPORATION

Attorney-at-Law
9 Greenway Plaza, Suite 1100
Houston, TX 77046
Direct: 713.653.7334 Fax: 713.890.3931
asteel@coatsrose.com
www.coatsrose.com
April 13, 2018

Larry L. Foerster
City Attorney for the City of Montgomery
P.O. Box 708
Montgomery, TX 77356-0708

Re: Request for Clarification Regarding: Multifamily Residential Use in Industrial Zones within the City of Montgomery

Dear Mr. Foerster,

I am writing to seek clarification from your office about whether a multifamily residential development would be permitted within a district zoned as “District ID” under the Code of Ordinances for the City of Montgomery (“the Code”). Our analysis has led to the conclusion that the Code prohibits such multifamily use within District ID without a special use permit that has been approved by the city council. Please confirm we have properly ascertained the Code’s provisions related to this matter.

In researching this matter, we reviewed the municipal authority for zoning in the City of Montgomery as set forth in Chapter 98 of the Code. Chapter 98 was most recently amended by Ordinance No. 2014-03 which replaced the previous cumulative zoning provisions with six new zoning districts: R-1 (Single-family Residential), R-2 (Multifamily Residential), B (Commercial), ID (Industrial), I (Institutional), and PD (Planned Development). In contrast to the cumulative zoning provisions of the previous code which allowed less restrictive uses within more restrictive zoning categories, Section 98-87 of the current Code provides that “[e]xcept as specifically provided in this chapter… [n]o land shall be used except for the purposes permitted in the district in which it is located.” The Table of Permitted Uses in Section 98-88(a) specifies which uses are allowed in each zoning category. Section 98-88(b) further provides that “[a]ny use not specifically permitted in this table or in the use regulations of each district set out below, shall require a special use permit, after approval by city council.”

Although some of the regulations for each district in the Code expressly allow certain uses which are permitted in other districts, Section 98-203 of the Code provides that “[a] building or premises in District ID shall be used only for light and heavy industrial purposes as set out in Table 1 in section 98-88.” The Table of Permitted Uses allows various types of
manufacturing and processing, heavy equipment repair, wholesale suppliers, and other typical industrial types of activities in Industrial districts but does not include residential uses such as nursing homes or community homes. It is our understanding that multifamily residential uses are only allowed in R-2 districts (see Section 98-145) or by special permit in a PD district (see Section 98-261) and that the code no longer contains reference to cumulative zoning at all.

The Code outlines the process to obtain a Special Use Permit in Section 98-27. Per Section 98-88(b), because multifamily residential use is not specifically permitted in District ID under the Table of Permitted Uses or under the Code’s regulations for District ID (Section 98-201 through 98-235), an applicant for a multifamily residential building permit in District ID must first receive a grant of a special use permit from the city council by an affirmative four-fifths vote. According to Section 98-27(a), before the city council can authorize the grant of a special use permit, the council must first refer the permit request “to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood.” Section 98-27(b) further provides that after the planning and zoning commission’s study and report, “[a] public hearing shall be held by the city council before adopted any proposed special use permit.”

Please confirm that we have correctly concluded that the current Code of Ordinances for the City of Montgomery does not allow for multifamily use within a District ID zone without a special use permit following City Council approval.

Sincerely,

Andrea Hope J. Steel
**EXHIBIT "H"**

**Andrea Hope J. Steel**

---

**From:** Larry Foerster <foerster@dfcllp.com>

**Sent:** Monday, April 16, 2018 4:40 PM

**To:** Andrea Hope J. Steel

**Cc:** Jack Yates

**Subject:** FW: City of Montgomery - Zoning Clarification

**Attachments:** Request for Clarification on Zoning - City Attorney (4.13.2018).pdf

---

Andrea: I have reviewed your attached letter of inquiry and the City of Montgomery’s current zoning ordinance. It appears your conclusion is correct: the City does not allow for multifamily use within a District ID zone without a special use permit.

Your client may wish to either (1) apply to our Planning and Zoning Commission for a special use permit or (2) seek to rezone the property as a District R-2. I suggest you or your client discuss those options with our city administrator, Jack Yates who can assist you.

I am copying Jack on this email. His office number is 936-597-3962.

---

**Larry L. Foerster**

Darden, Fowler & Creighton, LLP
414 West Phillips, Suite 100
Conroe, Texas 77301
Office 936-756-3337
Fax 936-756-2606
Email foerster@dfcllp.com

For more information about our law firm, please go to www.dfcllp.com

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***************CONFIDENTIAL NOTICE****************************

This message may contain confidential or privileged information under an attorney-client relationship. It is intended only for the use of the individual or entity to whom it is addressed. Any other dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Larry L. Foerster at the law firm of Darden, Fowler & Creighton, LLP immediately by replying to this email and deleting the original message and any copies you may have made of this email. Thank you.

---

**From:** Andrea Hope J. Steel <asteel@coatsrose.com>

**Sent:** Friday, April 13, 2018 2:55 PM

**To:** Larry Foerster <foerster@dfcllp.com>

**Subject:** City of Montgomery - Zoning Clarification

---

Mr. Foerster,

Thanks for taking my call earlier. Attached is our request for clarification letter as discussed. I look forward to your response and appreciate your willingness to get back to me so promptly. Please let me know if you have any questions.

Thanks,
This e-mail and/or attachment is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.
Following is information from the Montgomery County Tax Appraisal District concerning the property:

- Property ID (37.86-acre tract): R380216
- Property ID (1.00-acre tract): R34499

### Tax Rates for 32.86 Acre Tract

<table>
<thead>
<tr>
<th>Taxing Entity</th>
<th>Tax Rate Per 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD – Appraisal District</td>
<td>0</td>
</tr>
<tr>
<td>CMO- City of Montgomery</td>
<td>0.4155</td>
</tr>
<tr>
<td>F02 – Emergency Ser Dist #2</td>
<td>0.1</td>
</tr>
<tr>
<td>GMO – Montgomery County</td>
<td>0.4667</td>
</tr>
<tr>
<td>HM1- Montgomery Co Hospital</td>
<td>0.0664</td>
</tr>
<tr>
<td>SMO – Montgomery ISD</td>
<td>1.37</td>
</tr>
</tbody>
</table>

### Tax Rates for 1.00 Acre Tract

<table>
<thead>
<tr>
<th>Taxing Entity</th>
<th>Tax Rate Per 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD – Appraisal District</td>
<td>0</td>
</tr>
<tr>
<td>CMO- City of Montgomery</td>
<td>0.4155</td>
</tr>
<tr>
<td>F02 – Emergency Ser Dist #2</td>
<td>0.1</td>
</tr>
<tr>
<td>GMO – Montgomery County</td>
<td>0.4667</td>
</tr>
<tr>
<td>HM1- Montgomery Co Hospital</td>
<td>0.0664</td>
</tr>
<tr>
<td>SMO – Montgomery ISD</td>
<td>1.37</td>
</tr>
</tbody>
</table>

### Existing Zoning

The City of Montgomery has six development districts. The property in question is zoned as Industrial. The City allows multi-family buildings to be constructed in the Industrial District, subject to compliance with all other applicable regulations in the Development Code. This allows the property to be developed as apartments.

### Platting Requirements

The property will need to be platted prior to development. A preliminary plat will need to be submitted to and approved by Montgomery’s Planning and Zoning commission before a final plat can be approved. Requirements for the preliminary plat and final plat are listed in Montgomery’s Code of Ordinances, Chapter 78-Article III.
### Site Information Form Part I

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

<table>
<thead>
<tr>
<th>Lone Star Parkway</th>
<th>Montgomery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>6</td>
<td>Rural</td>
</tr>
<tr>
<td>77356</td>
<td>Rural/Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48339694600</td>
<td>61450.00</td>
<td>2q</td>
<td>10.2</td>
</tr>
</tbody>
</table>

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

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

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

- [ ] Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))

- [X] One Mile Three Year Rule. The proposed Development is located outside an MSA or in a county with a population of less than one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))

- [X] Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning Designation:</td>
<td>Industrial</td>
</tr>
</tbody>
</table>

Flood Zone Designation: [X] Entire Development Site is outside the 100 year floodplain, [Yes]

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

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Montgomery Elementary</td>
<td>EE</td>
<td>through</td>
</tr>
<tr>
<td>Montgomery Intermediate</td>
<td>5</td>
<td>through</td>
</tr>
<tr>
<td>Montgomery Middle</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Montgomery Jr. High</td>
<td>7</td>
<td>through</td>
</tr>
<tr>
<td>Montgomery High School</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

School district has no attendance zones and the closest schools are listed.

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

If revised form submitted, date of submission: ____________________________
May 8, 2018

Texas Department of Housing and Community Affairs
PO Box 13941
Austin, TX 78711-3941

Attn: Sharon Gamble, MSW, PMP
Re: Star of Texas Seniors, Ltd. TDHCA #18305

Dear Ms. Gamble,

In response to the Third Party Request for Administrative Deficiency regarding HTC Application Star of Texas Seniors (TDHCA 18305), dated May 7, 2018, please find the following responses.

1. Provide evidence of consistent site control from Pre-application to Application. Per our conversation today please find enclosed the signed contract amendment by all parties.

2. Provide conclusive evidence from the City of Montgomery that the site is appropriately zoned. Please find enclosed a copy of the letter provided by the City of Montgomery submitted with the application regarding zoning. Also, enclosed is current correspondence with the City of Montgomery stating that the request and process of a Special Use Permit is on the City Council’s agenda for May 22nd meeting so they can assign it to the Planning Commissions for its May 28th meeting to call public hearing for June 25th and, with final action on June 26 by the City Council.
   – Per the QAP under “Readiness to Proceed” – “Applications must include evidence that appropriate zoning will be in place at award”. Currently based on what was received prior to submitting the application and communication with the City of Montgomery the application is on track to meet this deadline.

Should you have any questions, please do not hesitate to call the number listed above. Thank you in advance for your prompt attention to this matter.

Sincerely,

Emanuel H. Glockzin, Jr.
Representative
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

+/- 5 Acres at 0 Lone Star Parkway, Montgomery, TX 77356 (GF#1606981)

Effective December 19, 2017, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

[X] A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash portion payable by Buyer at closing</td>
<td>$544,500.00</td>
</tr>
<tr>
<td>Sum of all financing described in the contract</td>
<td>$-0-</td>
</tr>
<tr>
<td>Sales price (sum of cash portion and sum of all financing)</td>
<td>$544,500.00</td>
</tr>
</tbody>
</table>

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

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

Initiated for Identification by Seller: [Signature] and Buyer: [Signature]  
Page 1 of 2

This form is for the exclusive use of the subscriber named below. Any use by others is strictly prohibited. Use of this form does not indicate membership in the Texas Association of REALTORS®.
D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on August 10, 2019.

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

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

E. Closing: The closing date in Paragraph 10A of the contract is changed to __________________________.

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

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

H. Other Modifications:

Seller: Larry D. Jacobs and Michael V. Wise
By: __________________________
By (signature): __________________________
Printed Name: Larry D. Jacobs
Title: __________________________
By: __________________________
By (signature): __________________________
Printed Name: Michael V. Wise
Title: __________________________

Buyer: Emanuel Glikzin, as trustee or assigns
By: __________________________
By (signature): __________________________
Printed Name: __________________________
Title: __________________________

(TAR-1832) 1-28-10
February 13, 2018

To: Wade Blenski
   AchInc@hotmail.com

City staff has reviewed the suitability of the proposed location for multi-family use. The subject tract is in the city of Montgomery corporate limits and is zoned "Industrial". The city's zoning ordinance allows for less restrictive uses within more restrictive zones, commonly called cumulative zoning. Therefore, it is my opinion that the proposed use is allowed on the property is currently zoned.

Please refer to our zoning and subdivision ordinance for applicable building setbacks and other regulations regarding the design of the project. If you have a further questions or comments, please contact me.

Sincerely,

Jack Yates
City Administrator
Mr. Glockzin, attached please find the Procedures for Special Use Permits in Montgomery. I will get you on the May 22nd meeting of the City Council so they can assign the item to the Planning Commission for its May 28th meeting to call public hearing for June 25th and, with final action on June 26 by the City Council. Although not required I would recommend that you attend the May 22nd council meeting (that will be held in the Community building in downtown Montgomery at 6:00 p.m.) and the June 25th Planning Commission and June 26 City Council meeting. You're welcome to attend the May 28th planning commission but they will only be setting the public hearing at that meeting which is routine.

Jack

On Fri, May 4, 2018 at 1:52 PM, Emanuel Glockzin <emmanuel@edgproperties.net> wrote:

--------- Forwarded Message -------
Subject: Message from "RNP002673E91E84"
Date: Fri, 4 May 2018 13:45:09 -0400
From: housing@suddenlinkmail.com
To: Emanuel H Glockzin <emmanuel@edgproperties.net>

This E-mail was sent from "RNP002673E91E84" (MP C3504ex).

Scan Date: 05.04.2018 13:45:08 (-0400)
Queries to: housing@suddenlinkmail.com

---
This email has been checked for viruses by AVG.
http://www.avg.com

Virus-free. www.avg.com

Attachments:

Special Use Permit Application Procedure.docx 13.5 KB
**Procedure for Special Use Permit Application:**

1. **Application** – Written application is submitted by the property owner stating the description of the property use along with the request for a Special Use Permit. The applicant will pay $500 permit fee to determine property ownership for notice and legal cost for preparation of associated documents.

2. **Procedure for Special Use Permit:**
   
   - Request from property owner is submitted to City Council for review, and if determined appropriate, forwarded to the Planning and Zoning Commission.
   
   - Planning and Zoning Commission schedules a Public Hearing to be held after legal notice and notice by mail:
     
     § Legal Notice in the City’s official newspaper (Conroe Courier), published one time at least 15 days prior to the public hearing; and
     
     § Legal Notice by mail to all property owners within 200 feet of the property, as indicated by the most recently approved municipal tax roll, requesting the Special Use Permit at least 10 days prior to the public hearing. The property owner will provide information detailing the property owners within the 200 feet.

This information regarding the surrounding property owners will be obtained and provided by the applicant. To obtain this information, please contact the Montgomery County Tax Office at 400 N. San Jacinto Street, Conroe, TX 77301 and (936) 539-7897. [http://www.mctx.org](http://www.mctx.org).

   - The **Planning and Zoning Commission will conduct the Public Hearing** and prepare the Final Report for submittal to City Council.

   - The **City Council will conduct a Public Hearing** after receiving the required Final Report from the Planning and Zoning Commission, and legal notice and notice by mail as follows:
     
     § Legal Notice in the City’s official newspaper (Conroe Courier), published one time at least 15 days prior to the public hearing; and
     
     § Legal Notice by mail to all property owners within 200 feet of the property, as indicated by the most recently approved municipal tax roll, requesting the Special Use Permit at least 10 days prior to the .

   - City Council will then take official action on the Special Use Permit. The amendment, supplement or change shall not become effective except by a three-fourths vote by City Council. The City Attorney will prepare the ordinance for consideration and adoption by City Council.

   - If approved, City Council will adopt an Ordinance stating the specific information regarding the Special Use Permit.

   - The Special Use Permit can be revoked by the City for noncompliance with the specific requirements of the permit.

   - The Special Use Permit can also have an expiration and/or renewal as provided by City Council.
May 4, 2018

City of Montgomery
Jack Yates, City Administrator
101 Old Plantersville Road
Montgomery, TX 77356

Dear Mr. Yates,

Star of Texas Seniors is a new construction development to have 32 units, to be located on 5 acres on Lone Star Parkway in Montgomery, Montgomery County, Texas. This development will serve the elderly population and all units are income restricted under the Housing Tax Credit program through the Texas Department of Housing and Community Affairs.

The current zoning for the proposed location is “Industrial” and the city’s zoning ordinance allows for less restrictive uses. Therefore, I am requesting a special use permit for this senior housing development. Enclosed are a survey, site location map and $500.00 check for fee.

Should you have any questions please feel free to contact me at 979-846-8878. Thank you in advance for your prompt attention to this request.

Sincerely,

[Signature]

Emanuel H. Glockzin, Jr.
Developer
COMMONWEALTH DEVELOPMENT INC
ELAINA D GLOCKZIN
6855 GLOCKZIN RANCH RD
BRYAN, TX 77808-9013

PAY TO THE ORDER OF
City of Montgomery
Five hundred dollars

May 4, 2018

Q01

No 1077

05/04/18

DOLLARS

Fees 8,405

216182923

Prosperity Bank

Jack Yates
City Administrator
P.O. Box 708
Montgomery, TX 77356
www.montgomerytexas.gov

Office (936) 597-6434
Cell (580) 371-5677
Fax (936) 597-6437
jyates@cl.montgomery.tx.us
Figure 3. Hydrology Map.
June 14, 2018

Ms. Andrea Steel  
Coats Rose  
9 Greenway Plaza, Ste. 1100  
Houston, Texas 77046

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18305 STAR OF TEXAS SENIORS

Dear Ms. Steel:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Application above to determine whether the Application included sufficient evidence of Site Control, whether the Development Site is appropriately zoned, and, if either or both is determined to not meet rule requirements, if the Application should be terminated. Staff determined that clarification through an Administrative Deficiency was appropriate for the request, and issued an Administrative Deficiency on May 7, 2018. The response to the deficiency notice was received timely, and the response has been added to the online Application.

Requirements for zoning are stated in Tex. Gov’t Code §2306.6705(5), and are codified in 10 TAC §10.204(11). Per the rules, if the Development is located within the boundaries of a political subdivision with a zoning ordinance, an Application must include evidence in the form of a letter from an appropriate official of the political subdivision that states that the development is permitted under the provisions of the ordinance that apply to the location of the development; or the applicant is in the process of seeking the appropriate zoning. The Application included a letter from the City of Montgomery stating that the Development is permitted under the provisions of the city’s zoning ordinance.

I find that the issues raised in your request were sufficiently answered through the Administrative Deficiency process. Pursuant to 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.
For purposes of staff's review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

Mami Holloway
Multifamily Division Director

Cc: Emanuel H. Glockzin, Jr.
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Thursday, May 10, 2018 (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. ESA: Report must comply with the rules and guidelines set forth in Section 10.305, including the statement from the person or company preparing the ESA (section 10.305 (a)) and addressing items 1 - 8 in (Section 10.305 (b)).

   Response:

2. Operating Expenses: Please provide a staff plan.

   Response:

3. Operating Expenses: Please provide an insurance quote.
13. Response:

14. Response:

15. Response:

16. Response:

17. Response:

18. Response:

19. Response:

20. Response:
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Thursday, May 10, 2018**

(fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department's Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE:** Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1.

**ESA:** Report must comply with the rules and guidelines set forth in Section 10.305, including the statement from the person or company preparing the ESA (section 10.305 (a)) and addressing items 1 - 8 in (Section 10.305 (b)).

Response:

See attached addendum

2.

**Operating Expenses:** Please provide a staff plan.

Response:

The property will hire a property manager - to work 30 hours a week at $12.00/hour = annual approx. $18,000.00. The property will have a part-time maintenance person to work 25 hours a week at $12.50/hour = annual approx. $16,000.00.

3.

**Operating Expenses:** Please provide an insurance quote.
Attached is an insurance quote.
ATTACHMENT
ADDENDUM

ADDITIONAL REQUIREMENTS FOR HUD ESA

(1) Noise – Following review of the proposed site, as noise study was not necessary or recommended. The site is located in a rural location away from town. No major highways, active rail lines, civil or military airfields, or other potential sources of excessive noise were present near or adjacent to this property.

(2) Current Survey – A current survey has been attached for review. (Deed and legal description Appendix A of Report)

(3) FEMA Map – (Appendix A of Report)

(4) Debris from pre-existing improvements – The site us undeveloped anc is a wooded/forested tract of land. The site had no improvements, debris or structures.

(5) Lead Testing – no requirement exists for testing of lead for this site. There are no improvements or existing plumbing on or at this site.

(6) Radon testing – The physical setting description provided by EDR places Montgomery County in EPA Radon Zone 3. Zone 3 reflects the lowest average indoor radon levels of the three EPA zones (Appendix B, page A-74).

(7) Oil and Gas Facilities – No oil and gas facilities are present within 1/2-mile of this property. No pipelines or other structures are present on this property. (Appendix B)

(8) Vapor Screening Encroachment screening – No industrial sites adjacent to or in close proximity to the subject property. Historical review of this property and surrounding properties indicates that this area is rural and has not been subject to COC vapors or substances of concern. The background search conducted on this property indicated to no area of concern existed within reasonable distance to this site. (Appendix B)
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Response:

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10.

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Response:

12.

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Named Insured – Emanuel Glockzin Jr.

Property Name: Star of Texas Seniors

Property Address: Lonestar Parkway, Montgomery Texas 77356

COMMERCIAL GENERAL LIABILITY

Limits of Insurance

Each occurrence Limit $1,000,000

Damages To Premises

Rented to you limit $100,000

Medical Expense Limit $5,000

Personal & Advertising Injury Limit $1,000,000

General Aggregate Limit $2,000,000

Products/Completed Operations Aggregate Limit $2,000,000

Non-Owned Hired Car Limit $1,000,000

PROPERTY

Total Insured Value $5,000,000

TOTAL PREMIUM $12,000
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
July 20, 2018

Mr. Emanuel Glockzin
Mrs. Elaina Glockzin
Star of Texas Seniors, Ltd
4500 Carter Creek Parkway, Suite 101
Bryan, TX 77802

RE: 2018 COMPETITIVE HOUSING TAX CREDIT APPLICATION 18305, STAR OF TEXAS SENIORS
APPLICANT ELIGIBILITY UNDER 10 TAC 10 TAC §10.202(1)(C), §10.202(1)(D) AND
§10.202(1)(M)

Dear Mr. and Mrs. Glockzin:

In a June 22, 2018, letter, Marni Holloway informed you that the Texas Department of Housing and Community Affairs ("Department") had been made aware of the foreclosure of the Mansfield Retirement Development on June 5, 2018, by the United States Department of Agriculture ("USDA"). Staff determined that the failure to cure the multiple issues described in a notice sent to you from the USDA ultimately led to foreclosure of the property, and staff found that the failure to disclose the pending foreclosure constitutes grounds for a finding of ineligibility by the Department’s Board of Directors.

In response to Ms. Holloway’s letter, your legal counsel provided a letter that states that the June 5, 2018, letter from USDA was sent to Emanuel Glockzin as the “registered agent” for the Mansfield Retirement development, “not because of any ownership in the project.” The letter states that “the Applicant was not under a duty to disclose any of the above referenced violations for numerous reasons the primary one being that none of the Glockzin entities or Emanuel Glockzin and Elaina Glockzin individually (globally the “Glockzins”) had any ownership interest in the Mansfield Retirement Project. Therefore, [at the time of application, months prior to the June 5th letter,] the Glockzins were not the subject of a USDA order or foreclosure and had nothing to disclose under 10 TAC §10.202(1)(C), (D), or (M).”

At this time, as a result of your legal counsel’s explanation and related exhibits, staff is unable to conclude that at the time of application the Glockzins were ineligible under 10 TAC §10.202. The documents produced by your legal counsel indicate that USDA repeatedly determined and communicated that the Glockzins were not in a control or ownership capacity for the Mansfield...
Retirement development. Accordingly, the provisions of under 10 TAC §10.202(1)(C), (D), and (M) would not appear to pertain to the Glockzins' relationship to the development.

If you have questions, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us or by phone at (512) 475-1676.

Sincerely,

Timothy K. Irvine
Executive Director
June 29, 2018

Via Email: marni.holloway@tdhca.state.tx.us

Ms. Marni Holloway  
Texas Department of Housing and Community Affairs  
21 E 11th Street  
Austin, Texas 78701

Re: TDHCA Application #18305, Star of Texas Seniors

Dear Ms. Holloway:

Pursuant to your letter dated June 22, 2018, please consider this letter as an appeal of your finding that the applicant in TDHCA #18305, Star of Texas Seniors (the "Applicant"), is ineligible to participate in the 2018 application cycle because of failure to disclose certain issues regarding the property known as Mansfield Retirement Development. This appeal is being filed in accordance with the 2018 Uniform Multifamily Rules.

It appears that your finding is based on a letter giving notice of the foreclosure of the Mansfield Retirement Development on June 5, 2018, by the United States Department of Agriculture ("USDA"). This letter was sent to Emanuel Glockzin because he was the registered agent, not because of any ownership in the project.

The Uniform Multifamily Rules at 10 TAC §10.202(1) provide requirements for Applicant Eligibility that are triggered by the Mansfield Retirement foreclosure. Specifically at 10 TAC:

§10.202(1)(C):

(C) is, at the time of Application, subject to an order in connection with an enforcement or disciplinary action under state or federal securities law or by the NASD; subject to a federal tax lien (other than a contested lien for which provision has been made); or 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. (emphasis added)

10 TAC §10.202(1)(D)
(D) has materially breached a contract with a public agency, and, if such breach is permitted to be cured under the contract, has been given notice of the breach and a reasonable opportunity to cure, and failed to cure that breach within the time specified in the notice of breach;

10 TAC §10.202(1)(M)

(M) fails to disclose, 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 ten (10) years or plans to or is negotiating to terminate their relationship with any other affordable housing development. Failure to disclose is grounds for termination. The disclosure must identify 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. An Application may be referred to the Board for termination based upon factors in the disclosure.

In this situation, the Applicant was not under a duty to disclose any of the above referenced violations for numerous reasons, the primary one being that none of the Glockzin entities or Emanuel Glockzin and Elaina Glockzin, individually (globally, the "Glockzins") had any ownership interest in the Mansfield Retirement Project. Therefore, the Glockzins were not the subject of a USDA order or foreclosure and had nothing to disclose under 10 TAC § 10.202(1)(C), (D) or (M). In order to understand their relationship to the Mansfield Retirement Development ("Project") requires a look back at the series of events that ultimately resulted in total termination of the Owner as a matter of law.

In 1993 TDHCA awarded tax credits to the Project under TDHCA #92086. In that same year, the Amended and Restated Agreement and Certificate of Limited Partnership was adopted by and between Cullen J Rogers, as General Partner ("Rogers"); BCTC 92, Inc., Special Limited Partner, Boston Capital Private Tax Credit Fund XXIII Limited Partnership, Class A Limited Partner, and Boston Capital Private Tax Credit Fund XXIV Limited Partnership, Class B Limited Partner (together the "LP"). A copy of this agreement is attached as Exhibit A, along with the USDA loan documents. Pinnacle Homestead Management, Inc., a Glockzin entity, was hired as the Management Company ("Pinnacle"). Pinnacle had no interest in the Project.

In 1997, Rogers, the then General Partner died. The General Partner interest passed to his estate, but apparently the estate has never taken any part in the ongoing ownership of the Project, although at one point his children tied to be named as the General Partner. According to them, USDA denied that request. They did, however, continue to accept K-1's for their interest in the Partnership all the way up to 2013. At no time was a K-1 issued to Glockzin. The Amended and Restated Agreement of Limited Partnership gave Emanuel Glockzin the right to become the substitute general partner, subject to USDA approval. Glockzin applied to USDA to be allowed to become the general partner in 2001 and 2006,
which applications were rejected. In each case, the rejection was based on compliance issues with USDA. These compliance issues were the result of USDA’s refusal to grant rent increases, resulting in deferred maintenance issues. It should be noted that the Project NEVER had compliance issues with TDHCA.

In 2009, believing that USDA would finally accept Pinnacle as a substitute general partner, the Glockzins filed an amendment to the Certificate of Limited Partnership naming Pinnacle as the General Partner, then sought USDA approval again to have Pinnacle substituted as the General Partner. Again, they refused to approve the substitute general partner. All of these efforts were to keep the Project open and operational as an affordable project. In fact, they were able to keep managing the project with the knowledge of all parties and in cooperation with the LP. Application was made again in 2012. Again they were denied. These denials are attached as Exhibit B.

Emanuel Glockzin asked USDA for permission to execute a mineral lease and to pre-pay the debt on the Project. Both requests were denied because no Glockzin entity had been approved as a substitute general partner and, USDA again requested that Glockzin attempt to find a general partner acceptable to USDA. None could be found and no one else was willing to step in. In its letter of June 23, 2017, USDA asserts that Mr. Glockzin had no authority to execute the mineral lease and that USDA has no record of the deposit of these funds. This is incorrect. They also allege numerous acts by Mr. Glockzin that were not authorized by USDA. During all of that time, USDA was well aware that Glockzin was continuing to manage the Project, but they would not allow him to become the General Partner. At the same time, they claimed he did not disclose matters to USDA which were the duty of the General Partner, not the management company. In 2018, looking back at operations since 1997, it is difficult to understand how USDA can claim that the Glockzins were in violation of anything. They had specifically been told that they could not be the General Partner and then are blamed for inaction by the General Partner. For example, Mr. Glockzin executed the mineral lease as acting general partner and has maintained all lease payments in an account for the Project. Neither he nor his companies have ever benefited from the lease. See attached Exhibit C. Exhibit D is Mr. Glockzin’s request to pre-pay the loan.

Another example is that USDA also asserts that Mr. Glockzin had not authority to sign an easement with the City of Mansfield. This easement was required for expansion of water and sewer lines. There was no other party to sign. This was a benefit, not a cost to the Project, and was executed in good faith.

Throughout the years since 1997 when Rogers died, the Glockzins have worked diligently to make sure the Project fulfilled its obligations. The LP was aware of the situation and continued to participate until the end of the compliance period. USDA has continually denied all efforts to substitute a general partner, then tries to blame to Glockzins for actions or inactions beyond their control.

If USDA had ever approved a Glockzin or affiliated entity as the substitute general partner, they would have sought transfer at TDHCA. USDA never approved, so there was no need to file a transfer application. This is an unfortunate situation of an individual general partner who made no succession plan for the Project. The only reason it has continued to operate is because the management company stayed on. If they had not continued to operate it, there would have been a recapture of tax credits and a foreclosure very early on. As it stands, the Project has stayed in operation for the entire Compliance Period and the tax credits were preserved.

Finally in 2013, all of the LP’s abandoned their LP interest in the Partnership. See Exhibit E attached hereto. With only the Estate of Cullen Rogers as an absentee General Partner and no limited partner, the partnership terminated as a matter of law. A partnership must have at least two entities or persons in order to be a valid partnership.
On September 18, 2014, the final tax return for the year ending July 31, 2013 was sent to the various parties, including the Estate of Callen Rogers. The last year the partnership existed was 2013. See attached Exhibit F, final tax return. The Texas Secretary of State forfeited the Partnership as of August 7, 2015, as shown on Exhibit G.

If USDA had ever approved a Glockzin or affiliated entity as the substitute general partner, they would have sought transfer at TDHCA. USDA never approved, so there was no need to file a transfer application. This is an unfortunate situation of an individual general partner who made no succession plan for the Project. The only reason it has continued to operate is because the management company stayed on. If they had not continued to operate it, there would have been a recapture of tax credits and a foreclosure very early on. As it stands, the Project has stayed in operation for the entire Compliance Period and the tax credits were preserved.

Therefore, the fact that Elaina Glockzin filed an amendment to substitute as general partner is of no force and effect. Although the Glockzins tried on numerous occasions to step in as the general partner, they were never approved. All of their attempts to pay off the USDA loan were also unsuccessful. In this case, they tried everything possible to keep this project from going into foreclosure, even though they had no ownership stake and could simply have walked away at any time. Their position was that, as the management company, they would continue to run the Project for as long as possible so that the residents would continue to have affordable housing and the tax credits would not be recaptured. To now penalize them for good faith efforts to keep a project affordable seems unusually harsh. If they had believed that they had any disclosures to make, they would have made them. Given that they never owned any part of the Project and the owner, in fact, has ceased to exist, it did not appear they had any responsibility for the foreclosure nor did they need to disclose it or any other issues with the Project.

The Glockzins have received numerous tax credit awards in the ensuing years since Rogers died and this has never been an issue. In fact, Star of Texas Seniors filed an application in 2017. TDHCA did not raise an issue of ineligibility. This is a developer with an outstanding reputation and many years of tax credit experience. They have an unblemished record with TDHCA. To find them ineligible to participate based on the facts of this situation is not supported by the law or the facts.

I hope that you and the Executive Director will reconsider this finding of ineligibility and reinstate this application. If you have any questions, please contact me.

Sincerely,

The Law Offices of Claire G. Palmer, PLLC

[Signature]
Claire Palmer
Exhibit A
RE: NANSFIELD RETIREMENT, LTD.
FILE NUMBER: 67575-10 RLP

It has been our pleasure to approve and place on record your amended and restated Certificate of Limited Partnership. The appropriate evidence is attached for your files, and the original has been filed in this office.

Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please contact our office at (512) 463-5582.

Very truly yours,

Lorna Wassdorf
Special Assistant
Statutory Filings Division
Corporations Section

inc.
30/LSW/Team III
MANSFIELD RETIREMENT, LTD.

AMENDED AND RESTATED

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

Dated as of August 1, 1993
MANSFIELD RETIREMENT, LTD.

AMENDED AND RESTATED

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

Dated as of August 1, 1993
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MANSFIELD RETIREMENT, LTD.

AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

Preliminary Statement

Mansfield Retirement, Ltd. (the "Partnership") was formed as a Texas limited partnership pursuant to a Limited Partnership Agreement dated February 10, 1992 (the "Original Agreement") by and among Cullen J. Rogers as general partner and Doris B. Rogers as the limited partner (the "Original Limited Partner"). A Certificate of Formation of a Limited Partnership with respect thereto (the "Original Certificate") dated February 10, 1992 was filed in the Filing Office on March 10, 1993. Certain capitalized terms used herein shall have the respective meanings specified in Article I.

In consideration of mutual agreements set forth herein, it is agreed and certified, and the Original Agreement and the Original Certificate are hereby amended and restated in their entirety, as follows:

ARTICLE I

Defined Terms

The defined terms used in this Agreement shall have the meanings specified below:

Actual Credit means, with respect to a particular year, the total amount of Tax Credit properly allocable by the Partnership to the Class A Limited Partner or the Class B Limited Partner, as the case may be, for such year. The Actual Credit shall be retroactively revised if the amount of Tax Credit properly allocable to the Investment Limited Partner is revised after audit or recaptured.

Additional Limited Partner means any holder of an Interest designated as an Additional Limited Partner pursuant to Section 4.5(b) or Section 7.4.

Admission Date means the first date on which all parties hereto shall have executed this Agreement, or, if, pursuant to the Uniform Act, the Investment Limited Partner shall not be deemed admitted to the Partnership on such date, then the next date thereafter on which the Investment Limited Partner shall be deemed to be admitted to the Partnership under the Uniform Act.

Affiliate means (A) as to the Investment Limited Partners, the Investment General Partners or Boston Capital, (i) such Person; (ii) each member of the Immediate Family of such Person; (iii) each legal representative, successor or assignee of any Person referred to in the preceding clauses (i) or (ii); (iv) each trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) or (ii); or (v) any other Person (a) who directly or
indirectly controls, is controlled by, or is under common control with such Person, (b) who is an officer of, director of, partner in or trustee of, or serves in a similar capacity with respect to, such Person or of which such Person is an officer, director, partner or trustee, or with respect to which such Person serves in a similar capacity, (c) who, directly or indirectly, is the beneficial owner of ten per cent (10%) or more of any class of equity securities of such Person or of which such Person is directly or indirectly the owner of ten per cent (10%) or more of any class of equity securities, (d) who is an officer, director, general partner, trustee or holder of ten per cent (10%) or more of the voting securities or beneficial interests of any Person referred to in the foregoing clauses (v)(a), (v)(b) or (v)(c), or (e) who, whatever his title, performs functions for such Person or any Affiliate of such Person similar to a Chairman or member of the Board of Directors, or executive officer such as the President, Executive Vice President or Senior Vice President, Corporate Secretary, or Treasurer, or any Person holding a five per cent (5%) or more equity interest in such Person, or any Person having the power to direct or cause the direction of such Person, whether through the ownership of voting securities, by contract or otherwise; and (B) as to any other named Person or Persons (i) such Person; (ii) each member of the Immediate Family of such Person; (iii) each legal representative, successor or assignee of any Person referred to in the preceding clauses (i) or (ii); (iv) each trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) or (ii); or (v) any other Person (a) who directly or indirectly controls, is controlled by, or is under common control with such Person, (b) who owns or controls ten per cent (10%) or more of the outstanding voting securities of such Person, (c) of which ten per cent (10%) or more of the outstanding voting securities is owned by such Person or any of the Persons referred to in the foregoing clauses (i) through (iii), (d) who is an officer, director, partner or trustee of such Person, or (e) for which such Person acts in the capacity of officer, director; partner or trustee. An Affiliate of the Investment Limited Partner or of the Investment General Partners does not include a Person who is a partner in a partnership or joint venture with the Investment Limited Partner or any other Affiliate of the Investment Limited Partner if such Person is not otherwise an Affiliate of the Investment Limited Partner or the Investment General Partners. For purposes of this definition, the term Affiliate shall not be deemed to include any law firm (or member or associate thereof) providing legal services to the Investment Limited Partner, the Investment General Partners or any Affiliate of either of them.

Aggregate Cost means the sum of (i) the total Capital Contributions made or anticipated to be made by the Investment Limited Partners plus (ii) the proportionate amount of the mortgage loans on, and other debts related to, the Apartment Complex, which proportionate amount is equal to the Investment Limited Partners' initial pro rata interest in the profits, losses, and tax credits of the Partnership. The amount of the Aggregate Cost determined upon payment of the last of the four Installments of the Capital Contribution of the Investment Limited Partner shall not thereafter be reduced.

Agreement means this Amended and Restated Agreement and Certificate of Limited Partnership, including Schedule A, as amended from time to time.
Annual Partnership Management Fee means the fee payable to the General Partners pursuant to the provisions of Section 6.12(a).

Apartment Complex means the real property located in Mansfield, Tarrant County, Texas, as more fully described in the Mortgage, together with (i) all buildings and other improvements constructed or to be constructed thereon and (ii) all furnishings, equipment and personal property covered by the Mortgage.

Applicable Federal Rate means the "applicable federal rate" as defined in Section 1274(d) of the Code.

Applicable Percentage has the meaning given to it in Section 42(b) of the Code.

Asset Management Fee means the fee payable to BCCLP or an Affiliate thereof pursuant to Section 6.12(c).

Auditors means _______________, or such other firm of independent certified public accountants as may be engaged by the General Partners with the consent of Boston Capital for the purposes of preparing the Partnership income tax returns, auditing the books and records of the Partnership and certifying financial reports of the Partnership.

BCCLP means Boston Capital Communications Limited Partnership, a Massachusetts limited partnership, and its successors and assigns.


Breakeven Point means thirty (30) days after the first time at which, as certified by the General Partners, there have been six (6) consecutive full calendar months of Partnership operations occurring after the later to occur of (i) the Admission Date or (ii) Permanent Mortgage Commencement, during which the rental income (including government subsidies) of the Partnership actually received on a cash basis (excluding prepaid rent) for each of such six (6) months shall have exceeded all the Partnership's expenses for such month on an accrual basis (including, but not limited to, (a) all operational costs and expenses, (b) all items payable in connection with any Mortgage, and (c) the funding of any reserves required by FmHA and/or pursuant to the terms of this Agreement), except for depreciation, distributions of Cash Flow and Capital Transaction proceeds to the Partners and the fees payable pursuant to this Agreement. For purposes of the foregoing, expenses shall (i) include monthly payments of principal and interest in the amount specified in the Mortgage regardless of any forbearance thereof, (ii) include a ratably portion of the annual amount (as estimated by the General Partners) of those seasonal expenses (such as utilities and maintenance expenses) which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation, and (iii) be adjusted, if necessary, so that the expenses of real
estate taxes and insurance are based on the General Partners’ estimate of the full value of the Apartment Complex after completion of construction.

Capital Account has the meaning specified in Section 4.1(b).

Capital Contribution means the total value of cash or property contributed and agreed to be contributed to the Partnership by each Partner, as shown in Schedule A. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner for the Interest of such then Partner.

Capital Transaction means any transaction the proceeds of which are not includable in determining Cash Flow, including, without limitation, the sale or other disposition of all or substantially all of the assets of the Partnership, but excluding the payment of Capital Contributions.

Carraver Certification means the date upon which the Investment Limited Partner shall have received, in a form and in substance satisfactory to the Investment Limited Partner, the certification of the Auditors that as of a date no later than December 31, 1992, the Partnership had incurred capitalizable costs with respect to the Apartment Complex of at least ten per cent (10%) of the Partnership’s reasonably expected basis in the Apartment Complex as of December 31, 1994, so that each building in the Apartment Complex constitutes a "qualified building" for the purposes of Section 42(h)(1)(E)(ii) of the Code.

Cash Flow means the profits or losses of the Partnership from and after the Commencement Date subject to any applicable FmHA requirements and to the following adjustments:

(a) Cost recovery deductions of buildings, improvements and personal property and amortization of any financing fees shall not be deducted;

(b) Mortgage amortization shall be deducted;

(c) Mortgage interest which is included in determining profits and losses but which is not currently payable in cash shall be deducted when actually paid;

(d) Payments to reserves under Section 6.5(e) shall be deducted;

(e) Any amounts paid for capital expenditures shall be deducted, unless paid from any replacement reserve or funded through insurance;

(f) The proceeds of any Construction Mortgage or Permanent Mortgage refinancing, any sale, exchange, eminent domain taking, damage or destruction (whether insured or uninsured), or other disposition, of all or any part of the Apartment Complex (other than the proceeds of any business or rental interruption insurance) shall not be included;

(g) Any rent or interest subsidy payments shall be included;
(h) The fees set forth in Sections 6, 12, any interest on the Construction and Development Fee, and any fee payable in connection with any transaction referred to in clause (f) above shall not be deducted; and

(i) Prior to the later of Permanent Mortgage Commencement or the Admission Date, an amount equal to the amount, if any, of net rental income applied to complete the construction of the Apartment Complex pursuant to Section 6.11(a) shall be deducted.

Certificate means the Original Certificate as amended from time to time (including any amendment thereto effected by or in connection with this Agreement).

Class A Limited Partner means Boston Capital Private Tax Credit Fund XXII Limited Partnership, a Massachusetts limited partnership and any Person or Persons who replace it as Substituted Limited Partner, but shall not include any Additional Limited Partner.

Class A Limited Partner’s Credit Recovery Loan means a constructive interest-bearing advance of the Class A Limited Partner, as more fully described in Section 5.1(f)(i). Class A Limited Partner’s Credit Recovery Loans and interest thereon shall not be treated as loans or interest, respectively, for accounting, tax or liability purposes or for the purposes of Section 6.2(a)(1). For the purposes of Article X, the term Class A Limited Partner’s Credit Recovery Loan shall not include any portion of such an advance which shall have theretofore been paid to the Class A Limited Partner.

Class A Limited Partner’s Credit Shortfall has the meaning given to it in Section 5.1(f)(i).

Class A Limited Partner’s Projected Credit means $37,876 for 1994, $41,318 per annum for each of the years 1995 through 2003 (inclusive) and $3,443 for 2004; provided, however, that the Class A Limited Partner’s Projected Credit for 2004 shall be reduced by the amount, if any, by which the Actual Credit for 1994 exceeds $37,876 and provided further that upon the occurrence of any of the events described in clause (i), (ii) and (iii) of Section 5.1(g)(i), the Revised Projected Credit shall thereafter be the Revised Projected Credit.

Class A Limited Partner’s Revised Projected Credit has the meaning given to it in Section 5.1(g)(i).

Class B Limited Partner means Boston Capital Private Tax Credit Fund XXIV Limited Partnership, a Massachusetts limited partnership and any Person or Persons who replace it as Substituted Limited Partner, but shall not include any Additional Limited Partner.

Class B Limited Partner’s Credit Recovery Loan means a constructive interest-bearing advance of the Class B Limited Partner, as more fully described in Section 5.1(f)(ii). Class B Limited Partner’s Credit Recovery
Loans and interest thereon shall not be treated as loans or interest, respectively, for accounting, tax or liability purposes or for the purposes of Section 6.2(a)(1). For the purposes of Article X, the term Class B Limited Partner’s Credit Recovery Loan shall not include any portion of such an advance which shall have theretofore been paid to the Class B Limited Partner.

Class B Limited Partner’s Credit Shortfall has the meaning given to it in Section 5.1(f)(ii).

Class B Limited Partner’s Projected Credit means $25,250 for 1994, $27,546 per annum for each of the years 1995 through 2003 (inclusive) and $2,296 for 2004; provided, however, that the Class B Limited Partner’s Projected Credit for 2004 shall be reduced by the amount, if any, by which the Actual Credit for 1994 exceeds $25,250 and provided further that upon the occurrence of any of the events described in Clauses (i), (ii) and (iii) of Section 5.1(g)(ii), the Projected Credit shall thereafter be the Revised Projected Credit.

Class B Limited Partner’s Revised Projected Credit has the meaning given to it in Section 5.1(g)(ii).

Class Contribution means the aggregate Capital Contributions of all members of a particular class of Partners (i.e., the General Partners, the Investment Limited Partners, the Special Limited Partner or any Additional Limited Partner).

Code means the Internal Revenue Code of 1986, as amended from time to time, and the regulations (permanent and temporary) issued thereunder. References herein to any Code section shall include any successor provisions.

Commencement Date means the first day of the month in which the Admission Date occurs.

Competitive Real Estate Commission means that real estate or brokerage commission paid for the purchase or sale of the Apartment Complex or other Partnership property which is reasonable, customary and competitive in light of the size, type and location of the Apartment Complex or other property.

Completion Date means the date upon which the Apartment Complex has been completed as evidenced by the issuance by the inspecting architect and by each governmental agency having jurisdiction of certificates of substantial completion or occupancy (or local equivalents) with respect to all 52 apartment units in the Apartment Complex.

Compliance Period means the fifteen (15)-year period commencing with the first year of the Credit Period.

Consent of the Investment Limited Partner means the prior written consent or approval of the Investment Limited Partners.

Construction and Development Fee means the fee described in Section 6.12(b).
Construction Lender means the Lorena State Bank in its capacity as holder of the Construction Mortgage, or its successors or assigns in such capacity.

Construction Mortgage means the financing for the construction of the Apartment Complex provided by the Construction Lender in a principal amount of up to $1,500,000.

Construction Mortgage Closing means the first date upon which the Construction Mortgage shall have closed and the initial draw thereunder shall have been disbursed.

Controlling Person has the meaning given to it in the context of Section 15 of the Securities Act of 1933, as amended.

Cost Certification means the date upon which each Limited Partner shall have received the written certification of the Auditors, in a form and in substance satisfactory to Boston Capital, as to the itemized amounts of the construction and development costs of the Apartment Complex and the Eligible Basis and Applicable Percentage pertaining to each building in the Apartment Complex.

Credit Period has the meaning given to it in Section 42(f)(1) of the Code.

Class B Limited Partner’s Credit Recovery Loan means a constructive interest-bearing advance of the Class B Limited Partner, as more fully described in Section 5.1(f). Credit Recovery Loans and interest thereon shall not be treated as loans or interest, respectively, for accounting, tax or liability purposes or for the purposes of Section 6.2(a)(1). For the purposes of Article X, the term Class B Limited Partner’s Credit Recovery Loan shall not include any portion of such an advance which shall have theretofore been paid to the Class B Limited Partner.

Disposition (including the forms Dispose and Disposing) means, as to a Limited Partner, the assignment, sale, transfer, exchange or other disposition of all or any part of its Interest.

Economic Risk of Loss has the meaning set forth in Treasury Regulation Section 1.752-2.

89-12 Requirements means the requirements set forth in Internal Revenue Procedure 89-12 which are prerequisites to the issuance, assuming that each General Partner is a corporation, by the Service of an advance ruling that the Partnership will be taxed as a partnership and not as an association taxable as a corporation for Federal income tax purposes.

Eligible Basis has the meaning given to it in Section 42(d) of the Code.

Entity means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.
Event of Bankruptcy means with respect to any Person,

(i) the entry of a decree or order for relief by a court having jurisdiction in respect of such Person or in respect of any Controlling Person of such Person in a case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or of any Controlling Person of such Person or for any substantial part of such Person's property or of the property of any Controlling Person of such Person, or the issuance of an order for the winding-up or liquidation of such Person's affairs or the affairs of any Controlling Person of such Person and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days, or

(ii) the commencement by such Person or by any Controlling Person of such Person of a proceeding seeking any decree, order or appointment referred to in clause (i), the consent by such Person or by any Controlling Person of such Person to any such decree, order or the appointment, or taking of any action by such Person or by any Controlling Person of such Person in furtherance of any of the foregoing.

Filing Office means the Office of the Secretary of State of the State.

FmHA means the Farmers Home Administration of the United States Department of Agriculture.

FmHA Loan Agreement means the FmHA Loan Agreement dated ______, 19____ by and between the Partnership and FmHA, as amended from time to time.

General Partners means the Persons designated as General Partners in Schedule A and any Persons who become General Partners as provided herein, in their capacities as general partners of the Partnership. At any and all times here there is only one General Partner, the term General Partners shall mean such sole General Partner.

Hazardous Material has the collective meanings given to the terms "hazardous material", "hazardous substances" and "hazardous wastes" in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., as amended, and to the term "radioactive materials" in the context of the Atomic Energy Act, 28 U.S.C. Sec. 2344, and also includes any meanings given to such terms in any similar state or local statutes, ordinances, regulations or by-laws. In addition, the term Hazardous Material also includes oil and any other substance known to be hazardous.

HUD means the United States Department of Housing and Urban Development.

Immediate Family means with respect to any Person, such Person's spouse, parents, parents-in-law, descendants, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children-in-law and grandchildren-in-law.
Initial 95% Occupancy Date means the first date upon which not less than 95% of the 52 apartment units in the Apartment Complex shall have been leased to and physically occupied by tenants on such date meeting the terms of the Minimum Set-Aside Test under executed FmHA-approved leases at rentals meeting the requirements of the Rent Restriction Test.

Installment means an installment of either or both of the Investment Limited Partners' Capital Contribution paid or payable to the Partnership pursuant to Section 5.1.

Interest means the entire interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled hereunder and the obligation of such Partner to comply with the terms of this Agreement.

Invested Amount means (i) as to each Investment Limited Partner, an amount equal to the Capital Contribution of the Investment Limited Partner divided by 70.75% and (ii) as to any other Partner, an amount equal to its Capital Contribution.

Investment General Partner means the Boston Capital Partners Corporation, a Massachusetts corporation and C&M Associates d/b/a Boston Capital Associates, a Massachusetts general partnership, each in its capacity as the general partner of each of the Investment Limited Partners, and any other Person who may become a successor or additional general partner of an Investment Limited Partner.

Investment Limited Partner means the Class A Limited Partner and the Class B Limited Partner, and any Person or Persons who replace either of them as Substituted Limited Partner, but shall not include any Special Limited Partner or Additional Limited Partner.

Investment Partnership Agreement means the Agreement of Limited Partnership of each of Investment Limited Partner, as each may be amended from time to time.

Lender means the Construction Lender and FmHA, each in its capacity as maker of a Mortgage loan, or its successors and assigns in such capacity.

Limited Partners means the Investment Limited Partners, the Special Limited Partner and any Additional Limited Partner.

Management Agent means the management and rental agent for the Apartment Complex.

Management Agreement means the agreement between the Partnership and the Management Agent providing for the management of the Apartment Complex.

Management Fee means the Management Fee to which reference is made in Article XI.A.
Minimum Set-Aside Test means the set aside test selected by the Partnership pursuant to Section 42(g) of the Code whereby at least 40% of the units in the Apartment Complex must be occupied by individuals with incomes equal to 60% or less of area median income, as adjusted for family size.

Mortgage means the mortgage indebtedness of the Partnership to the Construction Lender and/or FmHA; where the context admits, Mortgage shall mean and include the mortgage note evidencing such indebtedness, the mortgage or deed of trust and security agreement securing such indebtedness, the loan agreement and all other documentation related thereto which evidence and secure such indebtedness, including any FmHA documentation related thereto.

Original Agreement has the meaning specified in the Preliminary Statement.

Original Certificate has the meaning specified in the Preliminary Statement.

Original Limited Partner has the meaning specified in the Preliminary Statement.

Partner means any General Partner or Limited Partner.

Partner Non-Recourse Debt means any Partnership liability (a) that is considered non-recourse under Treasury Regulation Section 1.1001-2 or for which the creditor’s right to repayment is limited to one or more assets of the Partnership and (b) for which any Partner or Related Person bears the Economic Risk of Loss.

Partner Non-Recourse Debt Minimum Gain means the amount of partner nonrecourse debt minimum gain and the net increase or decrease in partner nonrecourse debt minimum gain determined in a manner consistent with Treasury Regulation Sections 1.704-2(d) and 1.704-2(g)(3).

Partnership means the limited partnership continued pursuant to this Agreement.

Partnership Minimum Gain means the amount determined by computing, with respect to each Partnership Non-Recourse Liability, the amount of gain, if any, that would be realized by the Partnership if it disposed of (in a taxable transaction) the property subject to such liability in full satisfaction of such liability, and by then aggregating the amounts so computed. Such computations shall be made in a manner consistent with Treasury Regulation Section 1.704-2(d).

Partnership Non-Recourse Liability means any Partnership liability (or portion thereof) for which no Partner or Related Person bears the Economic Risk of Loss.

Permanent Mortgage means the permanent financing provided, or to be provided, by FmHA for the Apartment Complex following the completion thereof in the initial principal amount of $1,499,500.
Permanent Mortgage Commencement means the first date on which all of the following shall have occurred: (a) the Completion Date; (b) the principal amount and maturity date of the Permanent Mortgage shall have been finally determined; and (c) amortization of the Permanent Mortgage shall have commenced.

Permanent Mortgage Commitment means the first date upon which the Partnership receives the written commitment of FmHA to make the Permanent Mortgage.

Person means any individual or Entity.

Project Documents means and includes the Construction Mortgage and the Permanent Mortgage, the FmHA Loan Agreement, the Rental Assistance Agreement, the Management Agreement, all other instruments delivered to (or required by) the Construction Lender and/or FmHA and all other documents relating to the Apartment Complex and by which the Partnership is bound, as amended or supplemented from time to time.

Qualified Basis has the meaning given to it in Section 42(c) of the Code.

Qualified Income Offset Item means (1) an allocation of loss or deduction that, as of the end of each year, reasonably is expected to be made (a) pursuant to Section 704(e)(2) of the Code to a donee of an interest in the Partnership, (b) pursuant to Section 706(d) of the Code as the result of a change in any Partner’s Interest, or (c) pursuant to Regulation Section 1.751-1(b)(2)(ii) as the result of a distribution by the Partnership of unrealized receivables or inventory items and (2) a distribution that, as of the end of such year, reasonably is expected to be made to a Partner to the extent it exceeds offsetting increases to such Partner’s Capital Account which reasonably are expected to occur during or prior to the Partnership taxable year in which such distribution reasonably is expected to occur.

Related Person means a Person related to a Partner within the meaning of Treasury Regulation Section 1.752-4(b).

Rent Restriction Test means the test pursuant to Section 42 of the Code whereby the gross rent charged to tenants of the low-income units in the Apartment Complex may not exceed thirty per cent (30%) of the qualifying income levels.

Rental Assistance Agreement means the Rental Assistance Agreement by and between the Partnership and FmHA, as said agreement may be amended from time to time, and any successor agreement.

Schedule A means Schedule A to this Agreement, as amended from time to time.

Service means the Internal Revenue Service.
Site has the meaning given to it in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., as amended, and shall also include any meaning given to it in any similar state or local statutes, ordinances, regulations or by-laws.

Special Limited Partner means BCTC 92, Inc., a Delaware corporation, and any Person who becomes a Special Limited Partner as provided herein, in its capacity as a special limited partner of the Partnership.

State means the State of Texas.

State Designation means the date upon which the Partnership receives the allocation by the authorized agency of the State of Tax Credit for the building(s) constituting the Apartment Complex in an annual dollar amount of not less than $69,560, as evidenced by the execution by or on behalf of said agency of Form(s) 8609. For the purposes of determining State Designation, each building in the Apartment Complex shall be treated as having received an allocation of Tax Credit in an amount equal to the lesser of (i) the amount of Tax Credit carryover allocation received from the authorized agency of the State as to such building or (ii) the amount of Tax Credit set forth on the Form 8609 as to such building.

Subordinated Loan means any loan made by the General Partners to the Partnership pursuant to Section 6.10.

Substituted Limited Partner means any Person who is admitted to the Partnership as Limited Partner under Section 8.2 or acquires the Interest of a Limited Partner pursuant to Section 5.2.

Tax Accountants means Reznick, Fedder & Silverman of Bethesda, Maryland or such other firms of independent certified public accountants as may be engaged by Boston Capital to review the Partnership income tax returns.

Tax Credit means the low-income housing tax credit pursuant to Section 42 of the Code.

Tax Credit Set-Aside means the date upon which the Partnership receives a reservation, effective for the year 1992, the year the Apartment Complex is expected to receive an allocation of Tax Credit, by the authorized agency of the State of Tax Credit for the building(s) constituting the Apartment Complex in an annual dollar amount of not less than $69,560, which reservation shall not have expired or been revoked prior to the date on which the First Installment is paid.

Uniform Act means the Uniform Limited Partnership Act as adopted by the State.

Vessel has the meaning given to it in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., as amended, and shall also include any meaning given to it in any similar state or local statutes, ordinances, regulations or by-laws.
Withdrawal (including the forms Withdraw, Withdrawing and Withdrawn) means, as to a General Partner, the occurrence of death, adjudication of insanity or incompetence, Event of Bankruptcy, dissolution, liquidation, or voluntary or involuntary withdrawal or retirement from the Partnership for any reason, including whenever a General Partner may no longer continue as a General Partner by law or pursuant to any terms of this Agreement. Withdrawal shall also mean the sale, assignment, transfer or encumbrance by a General Partner of its interest as a General Partner. A General Partner which is a corporation or partnership shall be deemed to have sold, assigned, transferred or encumbered its interest as a General Partner in the event (as a result of one or more transactions) of any sale, assignment or other transfer (but specifically excluding any transfer occurring pursuant to the laws of descent and distribution) or encumbrance of a controlling interest in a corporate General Partner or of a general partner interest in a General Partner which is a partnership. For purposes of this definition of Withdrawal, "controlling interest" shall mean the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

Working Capital Loan means a loan made by the General Partners to the Partnership, as described in Section 9.1.

ARTICLE II

Name and Business

2.1 Name; Continuation

The name of the Partnership is Mansfield Retirement, Ltd. The Partners agree to continue the Partnership which was formed pursuant to the provisions of the Uniform Act.

2.2 Office and Resident Agent

(a) The principal office of the Partnership is 516 Sunset Drive, Marlin, Texas 76661, at which office there shall be maintained those records required by the Uniform Act to be kept by the Partnership. The Partnership may have such other or additional offices as the General Partners shall deem desirable. The General Partners may at any time change the location of the principal office and shall give due notice thereof to the Limited Partners.

(b) The resident agent in the State for the Partnership for service of process is as follows:

Cullen J. Rogers
516 Sunset Drive
P.O. Box 40
Marlin, Texas 76661
2.3 **Purpose**

The purpose of the Partnership is to acquire, hold, invest in, construct, develop, improve, maintain, operate, lease and otherwise deal with the Apartment Complex. The Partnership shall operate the Apartment Complex in accordance with any applicable FmHA regulations and requirements. The Partnership shall not engage in any other business or activity.

2.4 **Term and Dissolution**

The Partnership shall continue in full force and effect until December 31, 2050, except that the Partnership shall be dissolved and its assets liquidated prior to such date upon:

(a) The sale or other disposition of all or substantially all of the assets of the Partnership;

(b) A General Partner dying, being adjudicated bankrupt, insane or incompetent, (if a corporation or partnership) being dissolved or liquidated, or voluntarily or involuntarily withdrawing from the Partnership for any reason, including an inability to continue serving as a General Partner by law or pursuant to the terms of this Agreement, if (i) the remaining General Partner(s), if any, shall fail to continue the business of the Partnership and reconstitute the Partnership as a successor limited partnership as provided in Section 7.2 and (ii) the Investment Limited Partner shall fail to exercise the right provided in Section 7.3;

(c) The election to dissolve the Partnership made in writing by the General Partners with the Consent of the Investment Limited Partner and the approval (if required) of FmHA;

(d) The entry of a final decree of dissolution of the Partnership by a court of competent jurisdiction; or

(e) Any other event which causes the dissolution of the Partnership under the Uniform Act if the Partnership is not reconstituted pursuant to Section 7.2 or Section 7.3.

Upon dissolution of the Partnership, the General Partners (or for purposes of this paragraph, their trustees, receivers or successors) shall cause the cancellation of the Certificate, liquidate the Partnership assets and apply and distribute the proceeds thereof in accordance with Section 10.3. Notwithstanding the foregoing, if, during liquidation, the General Partners shall determine that an immediate sale of part or all of the Partnership’s assets would be impermissible, impractical or cause undue loss to the Partners, the General Partners may defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership except those necessary to satisfy Partnership debts and obligations (except the Working Capital Loan and Subordinated Loans).
ARTICLE III

Mortgage, Refinancing and Disposition of Property

A. The General Partners and their Affiliates, jointly and severally, are hereby authorized to incur personal liability for the repayment of funds advanced by the Construction Lender (and interest thereon) pursuant to the Construction Mortgage. However, from and after Permanent Mortgage Commencement, neither any General Partner nor any Related Person shall at any time bear, nor shall the General Partners permit any other Partner or any Related Person to bear, the Economic Risk of Loss for the payment of any portion of any Mortgage. The General Partners shall cause the Partnership to elect promptly, to the extent permitted and in the manner prescribed by FmHA, that all Debt service payments made by the Partnership to FmHA shall be applied first to interest determined at the stated rate set forth in the promissory note to FmHA, all as provided under FmHA regulations, and then to principal due under the Permanent Mortgage.

B. The Partnership may decrease, increase or refinance the Permanent Mortgage and may make any required transfer or conveyance of Partnership assets for security or mortgage purposes, provided, however, any such decrease (except through the fifty-year amortization schedule anticipated at Permanent Mortgage Commencement), increase or refinancing of the Permanent Mortgage may be made by the General Partners only with the Consent of the Investment Limited Partner.

C. The Partnership may sell, lease, exchange or otherwise transfer or convey all or substantially all the assets of the Partnership only with the Consent of the Investment Limited Partner. Notwithstanding the foregoing and except as set forth in Section 6.2(a)(5), no Consent of the Investment Limited Partner shall be required for the leasing of apartments to tenants in the normal course of operations or the leasing of all or substantially all the apartments to a public housing authority at rents satisfactory to FmHA as expressed in writing.

D. The total compensation to all Persons for the sale of the Apartment Complex shall be limited to a Competitive Real Estate Commission, not to exceed six per cent (6%) of the contract price for the sale of the Apartment Complex.

ARTICLE IV

Partners; Capital

4.1 Capital and Capital Accounts

(a) The Capital Contribution of each Partner shall be as set forth on Schedule A. No interest shall be paid on any Capital Contribution. No Partner shall have the right to withdraw its Capital Contribution or to demand and receive property of the Partnership in return for its Capital Contribution, except as may be specifically provided in this Agreement or required by law.
(b) An individual Capital Account shall be established and maintained on behalf of each Partner, including any additional or substituted Partner who shall hereafter receive an interest in the Partnership. In accordance with Treasury Regulation Section 1.704-1(b), the Capital Account of each Partner shall consist of (i) the amount of cash such Partner has contributed to the Partnership plus (ii) the fair market value of any property such Partner has contributed to the Partnership net of any liabilities assumed by the Partnership or to which such property is subject plus (iii) the amount of profits or income (including tax-exempt income) allocated to such Partner less (iv) the amount of losses and deductions allocated to such Partner less (v) the amount of all cash distributed to such Partner less (vi) the fair market value of any property distributed to such Partner net of any liabilities assumed by such Partner or to which such property is subject less (vii) such Partner's share of any other expenditures which are not deductible by the Partnership for Federal income tax purposes or which are not allowable as additions to the basis of Partnership property and shall be (viii) subject to such other adjustments as may be required under the Code. The Capital Account of a Partner shall not be affected by any adjustments to basis made pursuant to Section 743 of the Code but shall be adjusted with respect to adjustments to basis made pursuant to Section 734 of the Code.

The original Capital Account established for any Substituted Partner (as hereinafter defined) shall be in the same amount as, and shall replace, the Capital Account of the Partner which such Substituted Partner succeeds, and, for the purposes of this Agreement, such Substituted Partner shall be deemed to have made the Capital Contribution, to the extent actually paid in, of the Partner which such Substituted Partner succeeds. The term "Substituted Partner," as used in this paragraph, shall mean a Person who shall become entitled to receive a share of the allocations and distributions of the Partnership by reason of such Person succeeding to all or any part of the Interest of a Partner by assignment of all or any part of a Partner's Interest. To the extent a Substituted Partner receives less than 100% of the Interest of a Partner he succeeds, the original Capital Account of such transferee Substituted Partner and his Capital Contribution shall be in proportion to the portion of the transferor Partner's Interest prior to the transfer which the transferee receives, and the Capital Account of the transferor Partner who retains a portion of his former Interest and his Capital Contribution shall continue, and not be replaced, in proportion to the portion of the transferor Partner's Interest prior to the transfer which the transferor Partner retains. Nothing in this Section 4.1(b) shall affect the limitations on transferability of Interests set forth in Article VII or Article VIII.

4.2 General Partners

The name, address and Capital Contribution of each General Partner are as set forth on Schedule A.
4.3 **Investment Limited Partner, Special Limited Partner and Original Limited Partner**

The Original Limited Partner hereby withdraws as a limited partner of the Partnership and acknowledges that she no longer has any interest in, or rights or claims against, the Partnership as a Limited Partner as of the Admission Date. Each of the Class A Limited Partner, the Class B Limited Partner and the Special Limited Partner are hereby admitted to the Partnership as the sole Limited Partners in substitution for the Original Limited Partner as of the Admission Date and agree to be bound by the terms and provisions of the Project Documents and this Agreement. The names and addresses of each of the Class A Limited Partner and the Class B Limited Partner and the Special Limited Partner are as set forth on Schedule A. The General Partners shall have no authority to admit additional Limited Partners without the Consent of the Investment Limited Partner.

4.4 **Liability of the Limited Partners**

None of the Investment Limited Partners, the Special Limited Partner and any Person who becomes an Additional Limited Partner shall be liable for any debts, liabilities, contracts or obligations of the Partnership and shall only be liable to pay their respective Capital Contributions as and when the same are due hereunder and under the Uniform Act.

4.5 **Special Rights of the Investment Limited Partner**

(a) Notwithstanding any other provision herein, to the extent the law of the State is not inconsistent, each of the Investment Limited Partners and the Special Limited Partner shall have the right, subject to the prior written consent of FmHA (if such consent is required) to:

(i) amend this Agreement in any particular;

(ii) dissolve the Partnership;

(iii) remove any General Partner and elect a new General Partner (A) on the basis of the performance and discharge of such General Partner's obligations constituting fraud, bad faith, negligence, misconduct or breach of fiduciary duty, or (B) upon the occurrence of any of the following: (1) such General Partner shall have violated any provisions of any Project Document or other document required in connection with any Mortgage, or any provisions of the FmHA regulations applicable to the Apartment Complex; (2) such General Partner shall have violated any provision of this Agreement, including, but not limited to, any obligation to fund any Partnership expense under Section 6.10, or such General Partner shall have violated any provision of applicable law; (3) any Mortgage shall have gone into default; or (4) such General Partner shall have conducted its own affairs or the affairs of the Partnership in such a manner as would (a) cause the termination of the Partnership for Federal income tax purpose or (b) cause the Partnership to be treated for Federal income tax purposes as an association taxable as a corporation;
(iv) continue the business of the Partnership with a substitute General Partner; and

(v) approve or disapprove the sale of all or substantially all of the assets of the Partnership.

(b) Upon the removal of a General Partner, (i) without any further action by any Partner, the Special Limited Partner or its designee shall automatically become a General Partner and acquire in consideration of a cash payment of $100 such portion of the Interest of the removed General Partner as counsel to the Investment Limited Partnership shall determine is the minimum appropriate interest in order to assure the continued status of the Partnership as a partnership under the Code and under the Uniform Act, (ii) the remaining portion of the economic Interest of the removed General Partner shall automatically be converted to an equal economic Interest as an Additional Limited Partner, (iii) the economic Interest of the Special Limited Partner as the Special Limited Partner shall continue unaffected by the new status of the Special Limited Partner or its designee as a General Partner, and (iv) the new General Partner shall automatically be irrevocably delegated all of the powers and duties of the General Partners pursuant to Section 6.13. The Special Limited Partner or any successor General Partner proposed by the Special Limited Partner shall have the option, exercisable in its sole discretion, to acquire the Additional Limited Partner Interest, or any portion thereof, of any removed General Partner upon payment of the agreed or then present fair market value of such Interest or portion thereof. Any dispute as to the value of the Interest or portion thereof to be acquired pursuant to the immediately preceding sentence shall be submitted to a committee composed of three qualified real estate appraisers, one chosen by the removed General Partner, one chosen by the successor General Partner, and the third chosen by the two so chosen. The proceedings of such committee shall conform to the rules of the American Arbitration Association, as far as appropriate, and its decision shall be final and binding. The expense of arbitration shall be born equally by the removed General Partner and the Partnership. The method of payment to the removed General Partner shall be fair; and must protect the solvency and liquidity of the Partnership. The method of payment will be deemed presumptively fair where it provides for an interest-bearing promissory note coming due in no less than five (5) years with equal installments each year. In addition, upon removal, the Partnership must promptly pay to the removed General Partner all amounts then accrued and owing to the removed General Partner; provided, however, that notwithstanding the language of Section 6.12, Article X, Article XI and any other provision hereof, no removed General Partner or any Affiliate thereof shall be entitled to receive any fee, compensation or other remuneration from the Partnership, other than (i) the above-described payment for the Interest, or portion thereof, of the removed General Partner, and (ii) any such fee, compensation or other remuneration which had already been earned in full prior to the date of such removal. The Partnership is not authorized to enter into any arrangement whereby any fee, compensation or other remuneration could be payable directly or indirectly to any General Partner or Affiliate thereof in a manner inconsistent with the immediately preceding sentence unless the prior written consent of the Special Limited Partner shall have been obtained to such particular arrangement. The
Partnership may offset against any payments to a General Partner removed under this Section 4.5 any damages suffered by the Partnership as a result of any breach of the obligations of such General Partner hereunder. A General Partner so removed will not be liable as a general partner for any obligations of the Partnership incurred after the effective date of its removal. Each General Partner hereby grants to the Special Limited Partner an irrevocable (to the extent permitted by applicable law) power of attorney coupled with an interest to execute and deliver any and all documents and instruments on behalf of such General Partner and the Partnership as the Special Limited Partner may deem to be necessary or appropriate in order to effect the provisions of this Section 4.5 and to enable the new General Partner to manage the business of the Partnership.

(c) In order to implement Section 4.5(a)(v), the General Partners are hereby required, within five (5) days after their receipt of any offer to purchase the Apartment Complex or all of the Interests in the Partnership, to send a copy of such offer (or a written description of any such oral offer) to each of the Limited Partners. If, within thirty (30) days of its receipt of any such copy of such an offer, the Special Limited Partner shall send notice to the General Partners that the Special Limited Partner desires that the Partnership accept such offer, then the General Partners shall be required to accept such offer on behalf of the Partnership and proceed with all deliberate speed to close such transaction unless otherwise instructed by the Special Limited Partner at any point prior to the closing of such transaction. To the extent, if any, that the Special Limited Partner shall determine, in its discretion, that the General Partners are not proceeding appropriately with respect to any such offer or closing, each Partner hereby grants to the Special Limited Partner an irrevocable (to the extent permitted by law) power of attorney coupled with an interest to execute and deliver any and all documents and instruments on behalf of the Partnership and any Partner as the Special Limited Partner may deem to be necessary or appropriate in order to effect the acceptance of and/or closing pursuant to any such offer in such a manner as the Special Limited Partner shall, in its discretion, determine to be appropriate.

4.6 Meetings

The General Partners or Limited Partners holding more than ten per cent (10%) of the then outstanding Limited Partner Interests may call meetings of the Partnership for any matters for which the Limited Partners may vote as set forth in this Agreement. A list of the names and addresses of all Limited Partners shall be maintained as part of the books and records of the Partnership and shall be made available upon request to any Limited Partner or his representative at his cost. Upon receipt of a written request either in person or by certified mail stating the purpose(s) of the meeting, the General Partners shall provide all Limited Partners within ten (10) days after receipt of said request, written notice (either in person or by certified mail) of a meeting and the purpose of such meeting to be held on a date not less than fifteen (15) nor more than sixty (60) days after receipt of said request, at a time convenient to the Limited Partners. All meetings shall be held at the principal office of the Partnership.
ARTICLE V

Capital Contributions of the Investment Limited Partners
and the Special Limited Partner

5.1 Payments

(a) The Special Limited Partner's Capital Contribution of $10 shall be paid in full in cash on the Admission Date. The Investment Limited Partners' Capital Contributions shall be paid in cash installments (the "Installments"), as follows:

1. $67,526.40 shall be paid by the Class A Limited Partner and $45,017.60 shall be paid by the Class B Limited Partner (the "First Installment") on the latest of (i) the Admission Date, (ii) Tax Credit Set-Aside, (iii) Construction Mortgage Closing or (iv) Permanent Mortgage Commitment;

2. $55,526.40 shall be paid by the Class A Limited Partner and $37,017.60 shall be paid by the Class B Limited Partner (the "Second Installment") on the latest of (i) the Completion Date, (ii) Cost Certification, (iii) State Designation or (iv) April 30, 1994;

3. $55,526.40 shall be paid by the Class A Limited Partner and $37,017.60 shall be paid by the Class B Limited Partner (the "Third Installment") on the later of (i) the Initial 95% Occupancy Date, or (ii) Permanent Mortgage Commencement, or (iii) April 30, 1995; and

4. $6,940.80 shall be paid by the Class A Limited Partner and $4,627.20 shall be paid by the Class B Limited Partner (the "Fourth Installment") on the later of (i) the Breakeven Point or (ii) April 30, 1996;

provided, however, that the General Partners shall give the Investment Limited Partners not less than twenty-one (21) days' written notice prior to the due date of each Installment subsequent to the First Installment.

(b) The obligation of each of the Investment Limited Partners to pay each Installment is conditioned upon delivery by the General Partners to the Investment Limited Partners of a written certificate (the "Payment Certificate") stating that as of the date of such certificate (i) all the conditions to the payment of such Installment have been satisfied and (ii) all representations and warranties of the General Partners contained in this Agreement are true and correct. Except as provided in the final sentence of this Section 5.1(b), acceptance by the Partnership of any Installment shall constitute a confirmation that, as of the date of payment, all such conditions are satisfied and all such representations and warranties are true and correct. The obligation of each of the Investment Limited Partners to pay the First Installment is also conditioned upon delivery by the General Partners to the Investment Limited Partners of (i) a legal opinion of independent counsel to the Partnership, which opinion must be satisfactory to the Investment
Limited Partner as to form, content and identity of counsel and (ii) a photocopy of an owner's title insurance policy, or an endorsement thereto, issued to the Partnership with respect to the Apartment Complex with an effective date on or after the Admission Date, in an insured amount of not less than $2,013,032, from a title insurance company reasonably satisfactory to the Investment Limited Partners and evidencing the Partnership's ownership of the Apartment Complex subject only to such exclusions, exceptions, conditions and stipulations as shall be acceptable to the Investment Limited Partners, in their sole discretion. In no event shall any Installment become due until all of the conditions for all of the Installments listed prior to the Installment in question in Section 5.1(a) shall have been satisfied and all of such prior Installments shall have become due. Notwithstanding the foregoing, however, if at any time prior to the date when an Installment becomes due and payable, the Partnership has an "Operating Deficit" (expenses in excess of revenues which the General Partners would be required to fund pursuant to Section 6.10), then the Investment Limited Partners may, at their option, waive the requirement of the delivery of the Payment Certificate or any other condition with respect to part or all of such Installment and pay such part or all of such Installment, provided that the proceeds of the amount so paid are used by the Partnership to fully fund such Operating Deficit; provided, however, that if the proceeds of such amount so paid are designated in Section 6.12 or Section 10.2(c) to be used to pay fee(s) or special distribution(s), then such proceeds shall be utilized to pay such fee(s) or special distribution(s) and the recipient(s) thereof shall be required to, and hereby agree to, utilize the proceeds of such fee(s) or special distribution(s) to fund such Operating Deficit, in which case the Investment Limited Partners are hereby authorized to directly fund such Operating Deficit, with the funds so applied being deemed to have been paid as aforesaid.

(c) The Payment Certificate for each Installment shall be dated and delivered not less than ten (10) nor more than thirty (30) days prior to the due date for such Installment.

(d) If, as of the date when an Installment would otherwise be due, any statement required to be made in the Payment Certificate for such Installment cannot be truthfully made, the General Partners shall notify the Investment Limited Partners of the reason why such statement would be untrue if made, and the Investment Limited Partners shall not be required to pay such Installment; provided, however, that if (i) any such statement can subsequently be truthfully made and (ii) the Investment Limited Partners shall not have irrevocably lost, in the good faith judgment of the Investment General Partners, any material tax or other benefits hereunder, then the Investment Limited Partners shall pay such Installment to the Partnership thirty (30) days after delivery by the General Partners to the Investment Limited Partners of the Payment Certificate together with an explanation of the manner in which each such statement had become true.

(e)(i) If with respect to any year all or a portion of which occurs during the 60-month period commencing on the later of (i) the Admission Date or (ii) the date on which the first building in the Apartment Complex is placed in service for the purposes of Section 42 of the Code (a "Reduction
Year") the Actual Credit is or was less than the Class A Limited Partner’s Projected Credit, then the General Partners shall pay to the Class A Limited Partner the Class A Limited Partner’s Reduction Amount. The Class A Limited Partner’s Reduction Amount shall be equal to the sum of (A) the excess of the Projected Credit for such year over the Actual Credit for such year multiplied by a fraction the numerator of which is the Invested Amount of the Class A Limited Partner and the denominator of which is the total aggregate amount of the Class A Limited Partner’s Projected Credit plus (B) the amount of any recapture, interest or penalty payable by the limited partners of the Class A Limited Partner as a result of such shortfall, assuming that each limited partner in the Class A Limited Partner used all of the Tax Credits allocated to him in the year of allocation and that each such Person was subject to interest at the rate set forth in Section 6621(a)(2) of the Code and to the penalty for understatement of tax set forth in Section 6662(d) of the Code. The Auditors shall make their determination of the amount of the Actual Credit with respect to each Reduction Year within thirty (30) days following the end of such year. The Class A Limited Partner shall be eligible to be paid the Class A Limited Partner’s Reduction Amount as hereinabove described with respect to each Reduction Year. The Class A Limited Partner’s Reduction Amount shall, at the option of the Class A Limited Partner, either (i) first be applied to the Installment next due to be paid by the Class A Limited Partner, with any portion of such Reduction Amount in excess of the amount of such Installment then being applied to succeeding Installments, provided that if no further Installments remain to be paid or if the Class A Limited Partner’s Reduction Amount shall exceed the sum of the amounts of the remaining Installments, then the entire Reduction Amount or the balance of the Class A Limited Partner’s Reduction Amount, as the case may be, shall be paid by the General Partners to the Class A Limited Partner promptly after demand is made therefor, as a payment of damages for breach of warranty, regardless of the reason for the occurrence of such event or (ii) be paid in its entirety by the General Partners to the Class A Limited Partner promptly after demand is made therefor, as a payment of damages for breach of warranty, regardless of the reason for the occurrence of such event.

(e)(ii) If with respect to any year all or a portion of which occurs during the 60-month period commencing on the later of (i) the Admission Date or (ii) the date on which the first building in the Apartment Complex is placed in service for the purposes of Section 42 of the Code (a "Reduction Year") the Actual Credit is or was less than the Class B Limited Partner’s Projected Credit, then the General Partners shall pay to the Class B Limited Partner the Class B Limited Partner’s Reduction Amount. The Class B Limited Partner’s Reduction Amount shall be equal to the sum of (A) the excess of the Projected Credit for such year over the Actual Credit for such year multiplied by a fraction the numerator of which is the Invested Amount of the Class B Limited Partner and the denominator of which is the total aggregate amount of the Class B Limited Partner’s Projected Credit plus (B) the amount of any recapture, interest or penalty payable by the limited partners of the Class B Limited Partner as a result of such shortfall, assuming that each limited partner in the Class B Limited Partner used all of the Tax Credits allocated to him in the year of allocation and that each such Person was subject to interest at the rate set forth in Section 6621(a)(2) of the Code and to the penalty for understatement of tax set forth in Section 6662(d) of the Code.
The Auditors shall make their determination of the amount of the Actual Credit with respect to each Reduction Year within thirty (30) days following the end of such year. The Class B Limited Partner shall be eligible to be paid the Class B Limited Partner’s Reduction Amount as hereinabove described with respect to each Reduction Year. The Class B Limited Partner’s Reduction Amount shall, at the option of the Class B Limited Partner, either (i) first be applied to the Installment next due to be paid by the Class B Limited Partner, with any portion of such Reduction Amount in excess of the amount of such installation then being applied to succeeding Installments, provided that if no further Installments remain to be paid or if the Class B Limited Partner’s Reduction Amount shall exceed the sum of the amounts of the remaining Installments, then the entire Reduction Amount or the balance of the Class B Limited Partner’s Reduction Amount, as the case may be, shall be paid by the General Partners to the Class B Limited Partner promptly after demand is made therefor, as a payment of damages for breach of warranty, regardless of the reason for the occurrence of such event or (ii) be paid in its entirety by the General Partners to the Class B Limited Partner promptly after demand is made therefor, as a payment of damages for breach of warranty, regardless of the reason for the occurrence of such event.

(f)(i) In the event that, for any reason, at any time after the end of the year during which there occurs the sixty (60)-month anniversary of the later of (i) the Admission Date or (ii) the date on which the first building in the Apartment Complex is placed in service for the purposes of Section 42 of the Code, the amount of the Actual Credit shall be less than the Class A Limited Partner’s Projected Credit with respect to any fiscal year of the Partnership (such difference being hereinafter referred to as a “Class A Limited Partner’s Credit Shortfall”), the Class A Limited Partner shall be treated as having made a constructive advance to the Partnership with respect to such year (a “Class A Limited Partner’s Credit Recovery Loan”), which shall be deemed to have been made on January 1 of such year in an amount equal to the sum of (i) the Class A Limited Partner’s Credit Shortfall for such year plus (ii) the amount of any recapture, interest or penalty payable by the limited partners of the Class A Limited Partner as a result of the Class A Limited Partner’s Credit Shortfall for such year, assuming that each limited partner in the Class A Limited Partner used all of the Tax Credits allocated to him in the year of allocation and that each person was subject to interest at the rate set forth in Section 6621(a)(2) of the Code and to the penalty for understatement of tax set forth in Section 6662(d) of the Code. Class A Limited Partner’s Credit Recovery Loans shall be deemed to bear simple (not compounded) interest from the respective dates on which such principal advances shall have been deemed to have been made under this Section 5.1(f)(i) at 9% per annum. Class A Limited Partner’s Credit Recovery Loans shall be payable by the Partnership as provided in Section 10.2(b), Clause Fourth.

(f)(ii) In the event that, for any reason, at any time after the end of the year during which there occurs the sixty (60)-month anniversary of the later of (i) the Admission Date or (ii) the date on which the first building in the Apartment Complex is placed in service for the purposes of Section 42 of the Code, the amount of the Actual Credit shall be less than the Class B Limited Partner’s Projected Credit with respect to any fiscal year of the Partnership (such difference being hereinafter referred to as a “Class B
Limited Partner's Credit Shortfall"), the Class B Limited Partner shall be
treated as having made a constructive advance to the Partnership with respect
to such year (a "Class B Limited Partner's Credit Recovery Loan"), which shall
be deemed to have been made on January 1 of such year in an amount equal to
the sum of (i) the Class B Limited Partner's Credit Shortfall for such year
plus (ii) the amount of any recapture, interest or penalty payable by the
limited partners of the Class B Limited Partner as a result of the Class B
Limited Partner's Credit Shortfall for such year, assuming that each limited
partner in the Class B Limited Partner used all of the Tax Credits allocated
to him in the year of allocation and that each such Person was subject to
interest at the rate set forth in Section 6621(a)(2) of the Code and to the
penalty for understatement of tax set forth in Section 6662(d) of the Code.
Class B Limited Partner's Credit Recovery Loans shall be deemed to bear simple
(not compounded) interest from the respective dates on which such principal
advances shall have been deemed to have been made under this Section 5.1(f)(i)
at 9% per annum. Class B Limited Partner's Credit Recovery Loans shall be
payable by the Partnership as provided in Section 10.2(b), Clause Fourth.

(g)(i) In the event that (i) State Designation does not occur by
April 1, 1994, or (ii) by March 1, 1994, the Limited Partners shall not have
received a written certification of the Auditors in a form and in substance
satisfactory for the purpose of achieving Cost Certification and indicating
that the product of the Apartment Complex's Eligible Basis and its Applicable
Percentage is such that the Apartment Complex will be eligible to receive Tax
Credit in an annual amount of at least $69,560, or (iii) at any time after the
Completion Date the product of the Apartment Complex's Eligible Basis and its
Applicable Percentage is determined by the Auditors, the Tax Accountants or
the Service to be such that the Apartment Complex will not be eligible to
receive Tax Credit in an annual dollar amount of at least $69,560, then
(a) the General Partners shall pay to the Class A Limited Partner an amount
equal to 59.4% of the product of (A) difference between (i) $69,560 and
(ii) the total amount of Tax Credit allocated and available to the Partnership
and (B) .587 and (b) the Projected Credit for each year shall thereafter be
redefined to mean 59.4% of the total amount of Tax Credit actually so
allocated and available to the Partnership for such year (the "Revised
Projected Credit"). Any amount payable by the General Partners to the Class A
Limited Partner pursuant to this Section 5.1(g)(i) shall, at the option of the
Class A Limited Partner, either (i) be applied first to the Installment, if
any, next due to be paid by the Class A limited Partner, and any balance of
such amount payable by the General Partners in excess of the amount of such
Installment shall be applied to succeeding Installments, if any, provided that
if such amount payable by the General Partners exceeds the sum of the
remaining Installments, if any, then an amount equal to the amount of such
excess shall be paid by the General Partners to the Class A Investment Limited
Partner promptly after demand is made therefor, as a payment of damages for
breach of warranty, regardless of the reason for the occurrence of such event,
or (ii) be paid in its entirety by the General Partners to the Class A Limited
Partner promptly after demand is made therefor, as a payment of damages for
breach of warranty, regardless of the reason for the occurrence of such event.
(g)(ii) In the event that (i) State Designation does not occur by April 1, 1994, or (ii) by March 1, 1994, the Limited Partners shall not have received a written certification of the Auditors in a form and in substance satisfactory for the purpose of achieving Cost Certification and indicating that the product of the Apartment Complex's Eligible Basis and its Applicable Percentage is such that the Apartment Complex will be eligible to receive Tax Credit in an annual amount of at least $69,560, or (iii) at any time after the Completion Date the product of the Apartment Complex's Eligible Basis and its Applicable Percentage is determined by the Auditors, the Tax Accountants or the Service to be such that the Apartment Complex will not be eligible to receive Tax Credit in an annual dollar amount of at least $69,560, then (a) the General Partners shall pay to the Class B Limited Partner an amount equal to 59.4% of the product of (A) difference between (i) $695,600 and (ii) the total amount of Tax Credit allocated and available to the Partnership and (B) .587 and (b) the Projected Credit for each year shall thereafter be redefined to mean 39.6% of the total amount of Tax Credit actually so allocated and available to the Partnership for such year (the "Revised Projected Credit"). Any amount payable by the General Partners to the Class B Limited Partner pursuant to this Section 5.1(g)(i) shall, at the option of the Class B Limited Partner, either (i) be applied first to the Installment, if any, next due to be paid by the Class B Limited Partner, and any balance of such amount payable by the General Partners in excess of the amount of such Installment shall be applied to succeeding Installments, if any, provided that if such amount payable by the General Partners exceeds the sum of the remaining installments, if any, then an amount equal to the amount of such excess shall be paid by the General Partners to the Class B Investment Limited Partner promptly after demand is made therefor, as a payment of damages for breach of warranty, regardless of the reason for the occurrence of such event, or (ii) be paid in its entirety by the General Partners to the Class B Limited Partner promptly after demand is made therefor, as a payment of damages for breach of warranty, regardless of the reason for the occurrence of such event.

5.2 Return of Capital Contributions

(a) Failure to Achieve Developmental and/or Tax Credit Benchmarks and Standards. If (i) all 52 apartment units in the Apartment Complex shall not have been placed in service by February 1, 1994 (or any later date fixed by the General Partners with the Consent of Investment Limited Partner), or (ii) by March 1, 1994 (or any later date fixed by the General Partners with the Consent of the Investment Limited Partner) less than 52 apartment units in the Apartment Complex shall have been occupied by tenants meeting the terms of the Minimum Set-Aside Test under executed leases which shall have received any necessary Agency or Lender approvals at rental levels meeting the requirements of the Rent Restriction Test, or (iii) Permanent Mortgage Commencement shall not have occurred prior to March 1, 1994 (or any later date fixed by the General Partners with the Consent of the Investment Limited Partner), or (iv) State Designation shall not have occurred by April 1, 1994 (or any later date fixed by the General Partners with the Consent of the Investment Limited Partner) and by said date the General Partners shall not have made any payment as described in the last sentence of Section 5.1(g) or, if the Investment.
Limited Partner shall have elected to have all or a portion of any payment under Section 5.1(g) applied toward future Installment obligations of the Investment Limited Partner, amendments to this Agreement and, if applicable, to the Certificate shall not have been adopted and, in the case of the Certificate, if applicable, filed in the Filing Office, reflecting such event, or (v) the Partnership shall fail to meet the Minimum Set-Aside Test or the Rent Restriction Test by the close of the first year of the Credit Period and/or fails to continue to meet either of those Tests at any time during the sixty (60)-month period commencing on such date, or (vi) prior to Permanent Mortgage Commencement, (a) foreclosure proceedings shall have commenced under the Construction Mortgage and such proceedings shall not have been dismissed within thirty (30) days, (b) any of the commitments of FmHA to provide the Permanent Mortgage and/or any subsidy financing shall be terminated or withdrawn and not reinstated or replaced within sixty (60) days with terms equally or more favorable to the Investment Limited Partner or terms for which the Consent of the Investment Limited Partner and (if required) the approval of FmHA shall have been obtained, or (c) the Construction Lender shall have irrevocably refused to make any further advances under the Construction Mortgage and such decision shall not have been reversed or the Construction Lender replaced within thirty (30) days, or (vii) if by December 31, 1993 (or any later date fixed by the General Partners with the Consent of the Investment Limited Partner), the Investment Limited Partner shall not have received, in form and substance satisfactory to the Investment Limited Partner, the certification of the Auditors that as of a date no later than December 31, 1992, the Partnership had incurred capitalizable costs with respect to the Apartment Complex of at least ten percent (10%) of the Partnership’s reasonably expected basis in the Apartment Complex as of December 31, 1994, so that each building in the Apartment Complex is a “qualified building” for the purposes of Section 42(h)(1)(E)(ii) of the Code, or (ix) if at any time it shall be determined by the Service or by the Tax Accountants that as of December 31, 1992 the Partnership had not incurred capitalizable costs with respect to the Apartment Complex of at least ten percent (10%) of the Partnership’s reasonably expected basis in the Apartment Complex as of December 31, 1994, or (x) if by March 1, 1994 (or any later date fixed by the General Partners with the Consent of the Investment Limited Partner) Cost Certification shall not have occurred, or (xi) if by May 1, 1994 (or any later date fixed by the General Partners with the Consent of the Investment Limited Partner) the Breakeven Point shall not have been achieved, then the General Partners shall, within five (5) days of the occurrence thereof, send to the Investment Limited Partners and the Special Limited Partner notice of such event and of the General Partners’ obligation to repurchase the Interests of the Investment Limited Partners and the Special Limited Partner by paying to the Investment Limited Partners and the Special Limited Partner an amount (the “Repurchase Amount”) equal to each such Partner’s “Invested Amount minus the amount, if any, of such Partner’s Capital Contribution which shall not yet have been paid (or deemed to have been paid) to the Partnership plus the amount of any third-party costs, including, but not limited to, attorney’s fees incurred by or on behalf of such Partner in implementing this Section 5.2(a) in the event the Investment Limited Partners and/or the Special Limited Partner require such a repurchase. If either the Special Limited Partner or the Investment Limited Partners elects to require a repurchase of its Interest and the payment to it of an amount equal to its
Repurchase Amount, it shall send notice thereof to the Partnership within thirty (30) days after the mailing date of the General Partners' notice, or at any time after the occurrence of any of the foregoing if the General Partners shall not have sent such a notice thereof, and the General Partners shall within ten (10) days after the Partnership receives any such notice from a Partner requesting the purchase of its Interest repurchase the Interest of such Partner by paying to such Partner an amount equal to its Repurchase Amount.

(b) **Lender Disapproval.** If the Construction Lender and/or FmHA shall disapprove, or fail to give any required approval of, the Investment Limited Partners and/or the Special Limited Partner as a Limited Partner hereunder within one hundred eighty (180) days of the Admission Date, then the Partner being disapproved or not approved shall, effective as of such time or such later time as may be selected by the Partner being disapproved or not approved (or such other time as may be specified by the Construction Lender and/or FmHA in its disapproval), at the option of the Partner being disapproved or not approved (if not directed by the Construction Lender and/or FmHA to withdraw), cease to be a Limited Partner. The General Partners shall, within ten (10) days of the effective date of such cessation, pay to the Partner being disapproved or not approved an amount equal to its Invested Amount minus the amount, if any, of such Partner's Capital Contribution which shall not yet have been paid (or deemed to have been paid) to the Partnership plus the amount of any third party costs, including, but not limited to attorney's fees, incurred by or on behalf of such Partner in implementing this Section 5.2(b).

(c) **Substitution and Indemnification.** Upon the receipt by the Partner of the amount due to it pursuant to either Section 5.2(a) or Section 5.2(b), the Interest of such Partner shall terminate, and the General Partners shall indemnify and hold harmless such Partner from any losses, damages, and liabilities to which such Partner (as a result of its participation hereunder) may be subject.

(d) **Waiver of Repurchase Right.** Each Investment Limited Partner shall have the right to irrevocably waive its right to have its Interest repurchased pursuant to any clause or clauses of Section 5.2(a), or any portion thereof, at any time during which any of such rights shall be in effect. Such a waiver shall be exercised by delivery to the General Partners of a written notice stating that the rights being waived pursuant to any specified clause or clauses of Section 5.2(a), or any specified portion thereof, are thereby waived from that date forward.

(e) **Additional General Partner.** If the General Partners shall fail to make on the due date therefor any payment required under Section 5.2(a) or Section 5.2(b), time being of the essence, at any time thereafter the Special Limited Partner shall have the option, exercisable in its sole discretion, to cause itself or its designee to be admitted as an additional General Partner, receiving from the pre-existing General Partners, proportionally out of their Interests, in consideration of $10, a one percent (1%) interest in the profits, losses, tax credits and distributions of the Partnership, with the Special Limited Partner retaining its status as such and its economic interest
in the Partnership as the Special Limited Partner not being affected thereby. Upon any such admission of the Special Limited Partner or its designee as an additional General Partner, each of the other General Partners hereby agrees that all of its rights and powers hereunder as a General Partner shall automatically be irrevocably delegated to the Special Limited Partner pursuant to Section 5.13 without the necessity of any further action by any Partner. Each Partner hereby grants to the Special Limited Partner an irrevocable (to the extent permitted by applicable law) power of attorney coupled with an interest to take any action and to execute, deliver and file or record any and all documents and instruments on behalf of such Partner and the Partnership as the Special Limited Partner may deem necessary or appropriate in order to effectuate the provisions of this Section 5.2(e) and to allow the additional General Partner to manage the business of the Partnership. The admission of the Special Limited Partner or its designee as an additional General Partner shall not relieve any other General Partner of any of its economic obligations hereunder, and each other General Partner shall fully indemnify and hold harmless the additional General Partner against any and all losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained in connection with its capacity as a General Partner.

ARTICLE VI

Rights, Powers and Duties of General Partners

6.1 Authorized Acts

Subject to Section 6.2, Section 6.3 and all other provisions of this Agreement, the General Partners for, in the name and on behalf of the Partnership, are hereby authorized to do the following in furtherance of the purposes of the Partnership:

(1) To acquire by purchase, lease, exchange or otherwise any real or personal property;

(2) To construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any real estate and any personal property;

(3) To borrow money and issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on the Apartment Complex or any other assets of the Partnership;

(4) To execute the Construction and Permanent Mortgages, the other Project Documents and all such other documents as the General Partners deem necessary or appropriate in connection with the acquisition, development and financing of the Apartment Complex;

(5) To prepay in whole or in part, refinance or modify the Construction and Permanent Mortgages or any other financing affecting the Apartment Complex;

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(6) To employ the Management Agent (which may be an Affiliate of the General Partners) and to pay reasonable compensation for its services;

(7) To employ their respective Affiliates to perform services for, or sell goods to, the Partnership;

(8) To execute contracts with FmHA, the State or any subdivision or agency thereof or any other government agency to make apartments or tenants in the Apartment Complex eligible for any public-subsidy program;

(9) To execute leases of some or all of the apartment units of the Apartment Complex to a public housing authority and/or to a non-profit corporation, cooperative or other non-profit Entity; and

(10) To enter into any kind of activity and to perform and carry out contracts of any kind which may be lawfully carried on or performed by a partnership and to file all certificates and documents which may be required under the laws of the State.

6.2 Restrictions on Authority

(a) Notwithstanding any other Section of this Agreement, the General Partners shall have no authority to perform any act in violation of applicable law, FmHA or other government regulations, requirements of any Lender, or the Project Documents. In the event of any conflict between the terms of this Agreement and any applicable FmHA or other government regulations or requirements of the Lender, the terms of such regulations or requirements shall govern. Neither shall the General Partners have any authority to do any of the following acts without the Consent of the Investment Limited Partner and the prior written consent of the Special Limited Partner:

(1) To have borrowings in excess of $10,000 in the aggregate at any one time outstanding on the general credit of the Partnership, except borrowings constituting Subordinated Loans or the Working Capital Loan;

(2) To borrow from the Partnership or commingle Partnership funds with funds of any other Person;

(3) Following the Completion Date, to construct any new or replacement capital improvements on the Apartment Complex which substantially alter the Apartment Complex or its use or which are at a cost in excess of $10,000 in a single Partnership fiscal year, except (a) replacements and remodeling in the ordinary course of business or under emergency conditions or (b) construction paid for from insurance proceeds;

(4) To acquire any real property in addition to the Apartment Complex;

(5) Following Permanent Mortgage Commencement, to increase, decrease (except through the fifty-year amortization schedule provided
for in the Permanent Mortgage), modify the terms of or refinance the Permanent Mortgage;

(6) To rent apartments in the Apartment Complex such that the Apartment Complex would not meet the requirements of the Minimum Set-Aside Test or the Rent Restriction Test;

(7) To sell, exchange or otherwise convey or transfer the Apartment Complex or substantially all the assets of the Partnership;

(8) To terminate any agreement with FmHA;

(9) To cause the Partnership to commence a proceeding seeking any decree, relief, order or appointment in respect to the Partnership under the federal bankruptcy laws, as now or hereafter constituted, or under any other federal or state bankruptcy, insolvency or similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for the Partnership or for any substantial part of the Partnership’s business or property, or to cause the Partnership to consent to any such decree, relief, order or appointment initiated by any Person other than the Partnership;

(10) To pledge or assign any of the Capital Contribution of the Investment Limited Partner or the proceeds thereof; or

(11) To do any act required to be approved or ratified by all limited partners under the Uniform Act.

(b) In the event that any General Partner violates any provision of Section 6.2(a), the Special Limited Partner, in its sole discretion, may cause itself or its designee to be admitted as an additional General Partner without any further action by any other Partner. Upon any such admission of an additional General Partner, each pre-existing General Partner shall be deemed to have assigned proportionally to the additional General Partner, automatically and without further action, such portion of its General Partner interest so that the additional General Partner shall receive not less than a one per cent (1%) interest in the profits; losses, tax credits and distributions of the Partnership in consideration of $1.00 and any other consideration which may be agreed upon. An additional General Partner so admitted shall automatically become the Managing General Partner and be irrevocably delegated all of the power and authority of all of the General Partners pursuant to Section 5.13. Any such additional General Partner shall have the right to withdraw as a General Partner at any time, leaving the pre-existing General Partners once again as the only General Partners, the provisions of Article VII notwithstanding. Each Partner hereby grants to the Special Limited Partner a special power of attorney, irrevocable to the extent permitted by law and coupled with an interest, to amend the Certificate and this Agreement and to do anything else which, in the view of the Special Limited Partner, may be necessary or appropriate to accomplish the purposes of this Section 6.2(b) or to enable any additional General Partner admitted pursuant to this Section 6.2(b) to manage the business of the Partnership. The admission of an additional General Partner shall not relieve any other
General Partner of any of its economic obligations hereunder, and each other
General Partner shall fully indemnify and hold harmless the additional General
Partner from and against any and all losses, judgements, liabilities, expenses
and amounts paid in settlement of any claims sustained in connection with its
capacity as a General Partner.

(c) Neither the Investment General Partner nor any Affiliate thereof
shall be given an exclusive right to sell, or exclusive employment to sell,
the Apartment Complex.

6.3 Personal Services

No General Partner or Affiliate thereof shall receive any salary or other
direct or indirect compensation for any services or goods provided in
connection with the Partnership or the Apartment Complex, except as may be
specifically provided in Section 6.12 and Article XI or as to which the prior
written consent of the Special Limited Partner shall have been obtained to the
precise terms thereof prior to the commencement of such services or the
provision of such goods. Any Partner may engage independently or with others
in other business ventures of every nature and description including the
ownership, operation, management, syndication and development of competing
real estate; neither the Partnership nor any other Partner shall have any
rights in and to such independent ventures or the income or profits derived
therefrom.

6.4 Business Management and Control; Tax Matters Partner

Subject to the provisions of this Agreement, the General Partners shall
have the exclusive right to control the business of the Partnership. The
Investment Limited Partner shall have no right to take part in the management
or control of the business of the Partnership or to transact any business in
the name of the Partnership. No provision of this Agreement which makes the
Consent of the Investment Limited Partner a condition for the effectiveness of
an action taken by the General Partners is intended, and no such provision
shall be construed, to give the Investment Limited Partner any participation
in the control of the Partnership business. Each of the Special Limited
Partner and the Investment Limited Partners hereby consent to the exercise by
the General Partners of the powers conferred on them by law and this
Agreement, and the General Partners agree to exercise control of the business
of the Partnership only in accordance with the provisions of this Agreement.
Notwithstanding the foregoing, in no event may the provisions of this Section
6.4 be invoked by any General Partner or by any other Person as a defense
against or as an impediment to the ability of either of the Investment Limited
Partners or the Special Limited Partner to take any action hereunder. All
Partners hereby agree that Cullen J. Rogers shall serve as the "Tax Matters
Partner." In the case of litigation, the Tax Matters Partner is required to
file suit in the United States Tax Court unless the Consent of the Investment
Limited Partner is obtained to file suit in the United States Claims Court or
the United States District Court. Nothing herein shall be construed to
restrict the Partnership from engaging the Auditors to assist the Tax Matters
Partner in discharging his duties hereunder.
6.5 Duties and Obligations

(a) The General Partners shall manage the affairs of the Partnership to the best of their ability, shall use their best efforts to carry out the purpose of the Partnership, and shall devote to the Partnership such time as may be necessary for the proper performance of their duties and the business of the Partnership. The General Partners shall promptly take all action which may be necessary or appropriate for the proper development, maintenance and operation of the Apartment Complex in accordance with the provisions of this Agreement, the Project Documents and applicable laws and regulations, including, without limitation, funding the Construction and Development Fee to the extent Capital Contributions are insufficient. The General Partners are responsible for the management and operation of the Partnership, including the oversight of the rent-up and operational stages of the Apartment Complex.

(b) The General Partners shall use their best efforts to cause the Partnership to generate Cash Flow for distribution to the Partners at the maximum realizable level in view of (i) any applicable FmHA and other regulations, (ii) the Minimum Set-Aside Test and (iii) the Rent Restriction Test, and, if necessary, the General Partners shall also use their best efforts to obtain approvals and implementation of appropriate adjustments in the rental schedule of the Apartment Complex.

(c) The General Partners shall cause the Partnership to obtain and keep in force, during the term of the Partnership, comprehensive casualty insurance, including, but not limited to, fire and other risks generally included under "extended coverage" policies, workmen's compensation and public liability insurance in favor of the Partnership (i) with such companies and in such amounts as shall be satisfactory to FmHA, or, if the Apartment Complex is no longer subject to FmHA regulation or requirements, as shall be customary for apartment complexes similar to the Apartment Complex, and (ii) in amounts which shall be (A) no less than those amounts which are customary in the area for apartment complexes such as the Apartment Complex, (B) no less than such amounts as may be reasonably requested by the Investment Limited Partners and/or the Special Limited Partner from time to time, and (C) in any event, sufficient to prevent the Partnership from becoming a co-insurer under any such policies. No deductibles on such policies may exceed $1,000. The public liability insurance in favor of the Partnership shall be in an amount not less than $1,000,000. Through the Completion Date, or such later date as may be required by the Construction Lender or FmHA, the General Partners shall also cause the Partnership to obtain and keep in force a builder's risk policy in favor of the Partnership in an amount not less than the greater of (i) the full replacement value of the Apartment Complex (excluding the value of the underlying land, the site utilities and the foundations) or (ii) such other amount as shall be required by FmHA or the Construction Lender. Throughout the term of the Partnership, the General Partners shall provide copies of all such policies (or binders) to the Investment Limited Partner promptly after their receipt thereof. Upon the request of the Investment Limited Partner to the General Partners, the General Partners shall cause the applicable insurer to name the Investment Limited Partner as an "additional insured" on each Partnership insurance policy.
(d) The obligations of the General Partners hereunder shall be the joint and several obligations of each General Partner. Except as otherwise provided in Sections 4.5(b) and 7.1, such obligations shall survive any Withdrawal of a General Partner from the Partnership.

(e) The General Partners shall establish and maintain reasonable reserves to provide for working capital needs, improvements, replacements and any other contingencies of the Partnership.

(f) Each General Partner shall be bound by the Project Documents, and no additional General Partner shall be admitted if he, she or it has not first agreed to be bound by this Agreement (and assume the obligations of a General Partner hereunder) and by the Project Documents to the same extent and under the same terms as the other General Partners.

(g) The General Partners shall take all actions necessary to ensure that the Investment Limited Partner receives the full amount of the Projected Credit, including, without limitation, the rental of apartments to appropriate tenants and the filing of annual certifications as may be required. In this regard, the General Partners shall, inter alia, cause (i) the Partnership to satisfy all requirements imposed from time to time under the Code with respect to rental levels and occupancy by qualified tenants by the close of the first year of the Credit Period and throughout the Compliance Period so as to permit the Partnership to be entitled to the maximum available Tax Credit, (ii) the Partnership to comply with all State Tax Credit monitoring procedures, (iii) all dwelling units in the Apartment Complex to be leased for periods of not less than six months to persons satisfying the Rent Restriction Test, (iv) the Partnership to make all appropriate Tax Credit elections in a timely fashion, and (v) all rental units in the Apartment Complex to be of equal quality with comparable amenities available to low-income tenants on a comparable basis without separate fees.

(h) On or before the Admission Date, the General Partners shall provide to the Investment Limited Partner either (i) an appraisal of the Apartment Complex prepared by a competent independent appraiser or (ii) completed FmHA Forms 1924–13 (estimate and certificate of actual cost) and 1930–7 (statement of budget, income and expense) or HUD project cost and budget analysis on Form 2254, or any successor FmHA or HUD form, any comparable form of a state or other governmental agency, including any applicable Tax Credit allocation agency, setting forth estimates with respect to construction and mortgage financing costs and initial rental income and operating expense figures for the Apartment Complex.

(i) The General Partners shall (i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto) or dispose of any Hazardous Material at the Apartment Complex, or at or on any other Site or Vessel owned, occupied, or operated either by any General Partner, any Affiliate of a General Partner, or any Person for whose conduct any General Partner is or was responsible; (ii) neither directly nor indirectly transport or arrange for the transport of any Hazardous Material (except in compliance with all laws, ordinances, and regulations pertaining thereto); (iii) provide the Investment Limited Partner with written notice (x) upon any General
Partner's obtaining knowledge of any potential or known release, or threat of release, of any Hazardous Material at or from the Apartment Complex or any other Site or Vessel owned, occupied, or operated by any General Partner, any Affiliate of a General Partner or any Person for whose conduct any General Partner is or was responsible or whose liability may result in a lien on the Apartment Complex; (y) upon any General Partner's receipt of any notice to such effect from any Federal, state, or other governmental authority; and (z) upon any General Partner's obtaining knowledge of any incurrence of any expense or loss by any such governmental authority in connection with the assessment, containment, or removal of any Hazardous Material for which expense or loss any General Partner may be liable or for which expense or loss a lien may be imposed on the Apartment Complex.

(j) The General Partners shall promptly request in writing of FmHA that FmHA cause the Investment Limited Partner to be named as an "interested party" in the Permanent Mortgage documents, so that FmHA will notify the Investment Limited Partner of any default or other problem under the Permanent Mortgage.

6.6 Representations and Warranties

The General Partners represent and warrant to the Investment Limited Partners and the Special Limited Partner as follows:

(1) The Partnership is a duly organized limited partnership validly existing and in good standing under the laws of the State and has complied with all filing requirements necessary for its existence and to preserve the limited liability of the Investment Limited Partners and the Special Limited Partner.

(2) No event or proceeding has occurred or is pending or threatened which would (a) materially adversely affect the Partnership or its properties, or (b) materially adversely affect the ability of the General Partners or any of their Affiliates to perform their respective obligations hereunder or under any other agreement with respect to the Apartment Complex, other than legal proceedings which have been bonded against without recourse to Partnership assets in such manner as to stay the effect of the proceedings or otherwise have been adequately provided for. This subparagraph shall be deemed to include, without limitation, the following: (x) legal actions or proceedings before any court, commission, administrative body or other governmental authority having jurisdiction over the zoning applicable to the Apartment Complex; (y) labor disputes; and (z) acts of any governmental authority.

(3) No default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred and is continuing under this Agreement or under any material provision of the Project Documents, and the same are in full force and effect.

(4) No Partner or Related Person bears the Economic Risk of Loss with respect to the Permanent Mortgage. No General Partner has, either on its own behalf or on behalf of the Partnership, incurred any financial responsibility with respect to the Partnership prior to the Admission.
Date, other than as disclosed in writing to the Investment Limited Partner prior to the Admission Date.

(5) The Apartment Complex is being or has been completed in a timely manner in conformity with the Project Documents. There is no violation by the Partnership or the General Partners of any zoning, environmental or similar regulation applicable to the Apartment Complex which could have a material adverse effect thereon, and the Partnership has complied with all applicable municipal and other laws, ordinances and regulations relating to such construction and use of the Apartment Complex. All appropriate public utilities, including, but not limited to, water, electricity, gas (if called for in the plans and specifications), and sanitary and storm sewers, are or will be available and operating properly for each unit in the Apartment Complex at the time of the first occupancy of such unit.

(6) The Partnership owns good and marketable fee simple title to the Apartment Complex, subject to no material liens, charges or encumbrances other than those which (a) are both permitted by the Project Documents and are noted or excepted in the title insurance policy in the amount of $2,013,032 issued to the Partnership, and (b) do not materially interfere with use of the Apartment Complex (or any part thereof) for its intended purpose or have a material adverse effect on the value of the Apartment Complex.

(7) The execution and delivery of all instruments and the performance of all acts heretofore or hereafter made or taken pertaining to the Partnership or the Apartment Complex by each Affiliate of a General Partner which is a corporation have been or will be duly authorized by all necessary corporate or other action, and the consummation of any such transactions with or on behalf of the Partnership will not constitute a breach or violation of, or a default under, the charter or by-laws of such Affiliate or any agreement by which such Affiliate or any of its properties is bound, nor constitute a violation of any law, administrative regulation or court decree.

(8) Any General Partner which is a corporation (a "Corporation") has been duly organized, is validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power to be a General Partner and to perform its duties and obligations as contemplated by this Agreement and the Project Documents. Neither the execution and delivery by any Corporation of this Agreement nor the performance of any of the actions of any Corporation contemplated hereby has constituted or will constitute a violation of (a) the articles of organization or by-laws of such Corporation, (b) any agreement by which such Corporation is bound or to which any of its property or assets is subject, or (c) any law, administrative regulation or court decree.

(9) No Event of Bankruptcy has occurred with respect to any General Partner.
(10) All accounts of the Partnership required to be maintained under the terms of the FmHA Loan Agreement, including, but not necessarily limited to, any account for replacement reserves, are currently funded to the levels required by FmHA.

(11) If the only General Partner(s) are one or more corporation(s), then the General Partner(s) have a net worth which satisfies the 89-12 Requirements.

(12) All payments and expenses required to be made or incurred in order to complete construction of the Apartment Complex in conformity with the Project Documents, to fund any reserves hereunder or under any other Project Document required to be funded at or prior to the later of the Admission Date or Permanent Mortgage Commencement, to satisfy all requirements under the Project Documents and/or which form the basis for determining the principal sum of the Permanent Mortgage and to pay the Construction and Development Fee have been or will be paid or provided for utilizing only (a) the funds available from the Construction Mortgage, (b) the Capital Contribution of the Investment Limited Partner, (c) the Capital Contributions of the General Partners in the amounts set forth on Schedule A as of the Admission Date, (d) the available net rental income, if any, earned by the Partnership prior to Permanent Mortgage Commencement (to the extent that it is permitted to be used for such purposes by FmHA), (e) any insurance proceeds and (f) any funds furnished by the General Partners pursuant to Sections 6.5(a) and 6.11(a).

(13) The amount of Tax Credit which is expected to be allocated by the Partnership to the Class A Limited Partner is $37,876 for 1994, $41,318 per annum for each of the years 1995 through 2003 (inclusive) and $3,443 for 2004.

(14) The amount of Tax Credit which is expected to be allocated by the Partnership to the Class B Limited Partner is $25,250 for 1994, $27,546 per annum for each of the years of 1995 through 2003 (inclusive) and $2,296 for 2004.

(15) The Apartment Complex is being developed in a manner which satisfies and shall continue to satisfy all restrictions, including tenant income and rent restrictions, applicable to projects generating Tax Credits.

(16) No General Partner, Affiliate of a General Partner or Person for whose conduct any General Partner is or was responsible has ever: (i) owned, occupied, or operated a Site or Vessel on which any Hazardous Material was or is stored, transported, or disposed of, except if such storage, transport or disposition was and is at all times in compliance with all laws, ordinances, and regulations pertaining thereto; (ii) directly or indirectly transported, or arranged for transport, of any Hazardous Material (except if such transport was and is at all times in compliance with all laws, ordinances and regulations pertaining thereto); (iii) caused or was legally responsible for any release or
threat of release of any Hazardous Material; (iv) received notification from any Federal, state or other governmental authority of (x) any potential, known, or threat of release of any Hazardous Material from the Apartment Complex or any other Site or Vessel owned, occupied, or operated by any General Partner, by any Affiliate of a General Partner, or by any Person for whose conduct any General Partner is or was responsible or whose liability may result in a lien on the Apartment Complex; or (y) the incurrence of any expense or loss by any such governmental authority or by any other Person in connection with the assessment, containment, or removal of any release or threat of release of any Hazardous Material from the Apartment Complex or any such Site or Vessel.

(17) To the best of the General Partners’ knowledge, no Hazardous Material was ever or is now stored on, transported, or disposed of on the land comprising the Apartment Complex, except to the extent any such storage, transport or disposition was at all times in compliance with all laws, ordinances, and regulations pertaining thereto.

(18) The General Partners have fulfilled and will continue to fulfill all of their duties and obligations under Section 6.5.

6.7 Liability on the Permanent Mortgage

Neither any General Partner nor any Related Person shall at any time bear the Economic Risk of Loss for the payment of any portion of any Mortgage, and the General Partners shall not permit any other Partner or any Related Person to bear the Economic Risk of Loss for the payment of any portion of any Mortgage, except as may be expressly permitted with respect to the Construction Mortgage pursuant to Article III.

6.8 Indemnification of the General Partners

(a) No General Partner nor any Affiliate thereof shall have liability to the Partnership or to any Limited Partner for any loss suffered by the Partnership which arises out of any action or inaction of any General Partner or Affiliate thereof if such General Partner or Affiliate thereof in good faith determined that such course of conduct was in the best interest of the Partnership and such course of conduct did not constitute negligence or misconduct of such General Partner or Affiliate thereof.

(b) A General Partner or any Affiliate thereof may be indemnified by the Partnership against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained in connection with the Partnership, provided that all of the following conditions are met: (i) such General Partner has determined, in good faith, that the course of conduct which caused the loss, judgment, liability, expense or amount paid in settlement was in the best interests of the Partnership; and (ii) such loss, judgment, liability, expense or amount paid in settlement was not the result of negligence or misconduct on the part of such General Partner or Affiliate thereof; and (iii) such indemnification or agreement to hold harmless is recoverable only out of the assets of the Partnership, and not from the Limited Partners.
(c) Notwithstanding the above, no General Partner or any Affiliate thereof performing services for the Partnership or any broker-dealer shall be indemnified for any losses, liabilities or expenses arising from or out of an alleged violation of Federal or state securities laws unless (i) there has been a successful adjudication on the merits of each count involving securities laws violations as to the particular indemnitee and the court approves the indemnification of such litigation costs; (ii) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee and the court approves the indemnification of such litigation costs; or (iii) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee and the court finds that indemnification of the settlement and related costs should be made. In any claim for indemnification for Federal or state securities law violations, the party seeking indemnification shall, prior to seeking court approval for such indemnification, place before the court the positions of the Securities and Exchange Commission, the Massachusetts Securities Division, the Missouri Securities Commission, the Tennessee Securities Division, and any other applicable state securities administrator with respect to the issue of indemnification for securities law violations.

(d) The Partnership shall not incur the cost of the portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

(e) The Partnership may indemnify Affiliates of a General Partner under this Section 6.8 only if the loss involves activity in which such Affiliates acted in the capacity of a General Partner.

(f) For purposes of this Section 6.8 only, the term "Affiliate" shall mean any Person performing services on behalf of the Partnership who (i) directly or indirectly controls, is controlled by or is under common control with a General Partner; (ii) owns or controls ten per cent (10%) or more of the outstanding voting securities of a General Partner; (iii) is an officer, director, partner or trustee of a General Partner; or (iv) if a General Partner is an officer, director, partner or trustee, is any company for which such General Partner acts in any such capacity.

6.9 Indemnification of the Partnership and the Limited Partners

(a) The General Partners will indemnify and hold the Partnership and the Limited Partners harmless from and against any and all losses, damages and liabilities which the Partnership or any Limited Partner may incur by reason of the (a) past, present or future actions or omissions of the General Partners or any of their Affiliates, or (b) any liabilities to which either the Partnership or the Apartment Complex is subject; provided, however, that the foregoing indemnification shall not apply to (i) any Mortgage or (ii) necessary contractual obligations incurred pursuant to FmHA or Lender requirements in connection with the operation of the Apartment Complex in the ordinary course of business.
(b) Notwithstanding the foregoing, no General Partner shall be liable to a Limited Partner or the Partnership for any act or omission for which the Partnership is required to indemnify such General Partner under Section 6.8.

(c) The General Partners shall indemnify, defend, and hold the Limited Partners harmless from and against any claim brought or threatened against any Limited Partner or loss (as well as from any and all attorneys' fees and expenses incurred in connection with any such claim or loss) on account of the presence of any Hazardous Material at the Apartment Complex. Any claim or loss described in the immediately preceding sentence may be defended, compromised, settled, or pursued by the Limited Partners with counsel of the Limited Partners' selection, but at the expense of General Partners. Notwithstanding anything else set forth herein, this indemnification shall survive the withdrawal of any General Partner and/or the termination of this Agreement.

6.10 Operating Deficits

Subject to the prior written consent of FmHA (if such consent shall be required under applicable FmHA regulations), the General Partners shall be obligated from the later to occur of (i) Permanent Mortgage Commencement or (ii) the Admission Date to promptly advance funds to meet operating expenses and debt service of the Partnership which exceed operating income available for the payment thereof. In the event that the General Partners shall fail to make any such advance as aforesaid, (a) the Partnership shall utilize amounts (the "Applied Amounts") otherwise payable to the General Partners or Affiliates thereof under Section 6.12 and/or Article X to meet the obligations of the General Partners pursuant to this Section 6.10, with such utilization of Applied Amounts constituting payment and satisfaction of the corresponding amounts payable to the General Partners or Affiliates thereof under Section 6.12 and/or Article X, with the proceeds thereof being applied to such obligations, and with the obligation of the Partnership to make such payments to the General Partners or Affiliates thereof pursuant to Section 6.12 and/or Article X being deemed satisfied to the extent thereof and (b) the Special Limited Partner shall have the option, exercisable in its sole discretion, to cause it or one or more of its designees to be admitted to the Partnership as additional General Partner(s). An additional General Partner so admitted shall automatically, without the need for any further action by any Partner, become the Managing General Partner and be delegated all of the power and authority of all of the General Partners pursuant to Section 6.13, and each Partner hereby grants to any such additional General Partner a power of attorney, coupled with an interest and irrevocable to the extent permitted by law, to execute and deliver any and all instruments and documents which it believes to be necessary or appropriate in order to accomplish the purposes of this Section 6.10 and to manage the business of the Partnership. The admission of an additional General Partner shall not relieve any other General Partner of any of its economic obligations hereunder, and each other General Partner shall fully indemnify and hold harmless each additional General Partner from and against any and all losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained in connection with its capacity as a General Partner. For the purpose of this Section 6.10, all expenses shall be paid on a sixty (60)-day current basis. Moreover, the General Partners may in their sole discretion at any time advance funds to the
Partnership to pay operating expenses and/or debt service of the Partnership in order to facilitate the Partnership's compliance with the Rent Restriction Test. All advances pursuant to this Section 6.10 (including any Applied Amounts) shall be Subordinated Loans repayable without interest in accordance with the provisions of Article X. The form and provisions of all Subordinated Loans shall conform to applicable rules and regulations.

6.11 Obligation to Complete the Construction of the Apartment Complex

(a) The General Partners shall complete the construction of the Apartment Complex substantially in accordance with the plans and specifications approved by FmHA and the Lenders and all requirements necessary to obtain the required certificates of occupancy for dwelling units, or cause the same to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Apartment Complex or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, and shall cause all necessary certificates of occupancy for all apartment units in the Apartment Complex to be obtained, all in accordance with the Project Documents. If the proceeds of the Construction and Permanent Mortgages, the net rental income, if any, of the Apartment Complex generated prior to the later of Permanent Mortgage Commencement or the Admission Date and which is permitted by FmHA to be utilized for any of the purposes hereinafter set forth, the Capital Contribution of the Investment Limited Partner, the Capital Contributions of the General Partners in the amounts set forth on Schedule A as of the Admission Date, and any insurance proceeds arising out of casualties prior to the later of Permanent Mortgage Commencement or the Admission Date as available from time to time are insufficient to (i) acquire and complete the construction of the Apartment Complex and satisfy all other obligations, all as provided in the first sentence of this Section 6.11(a), (ii) make the special distributions to the General Partners described in Section 10.2(c), (iii) pay the Construction and Development Fee, (iv) arrive at Permanent Mortgage Commencement in conformity with the Project Documents, (v) discharge all Partnership liabilities and obligations arising out of any casualty giving rise to any such insurance proceeds, and (vi) provide for all other payments and expenses required to be made or incurred through the later of Permanent Mortgage Commencement or the Admission Date, including the funding of any reserves required hereunder or under any other Project Document and the repayment in full of all obligations under the Construction Mortgage, the General Partners shall be responsible for and obligated to pay such deficiencies and shall, to the extent permitted under the Project Documents and any applicable regulations or requirements of FmHA, be reimbursed at or prior to the later of Permanent Mortgage Commencement or the Admission Date only out of the proceeds designated in this sentence available from time to time after payment of all costs described in this sentence. Any amounts not reimbursed through the later of Permanent Mortgage Commencement or the Admission Date or from the proceeds of the Capital Contribution of the Investment Limited Partner as provided in Section 5.1 shall not be reimbursable or otherwise change the interest of any Person in the Partnership but shall be borne by the General Partners; provided, however, that, notwithstanding the foregoing, to the extent any such amounts represent items which are properly included in the Partnership's Qualified Basis and result in
an increase in the amount of Tax Credit allocated and available to the Partnership over and above the amount of Tax Credit required in order to achieve State Designation ("Includable Items"), the General Partners shall make an additional Capital Contribution in the amount of the Includable Items and the Partnership shall utilize the proceeds of such additional Capital Contribution to pay the Includable Items. In the event that the General Partners shall fail to fund any such deficiency as required by this Section 6.11(a), an amount not in excess of the next installment of the Construction and Development Fee due to the General Partners or any of their Affiliates under Section 6.12 or any other provision hereof shall be applied by the Partnership to meet such obligation of the General Partners, and, to the extent there may still be a deficiency, any amounts otherwise payable as the Annual Partnership Management Fee or distributable to the General Partners pursuant to Article X shall also be so applied. Any such application of funds as described in the immediately preceding sentence shall constitute a payment of the amount of the Fee or such other item which such funds had been earmarked to pay, and the obligation of the General Partners to advance such amount under this Section 6.11(a) shall be satisfied to the extent of such application.

(b) The completion of the Apartment Complex shall be secured by a completion bond in an amount at least equal to the full amount of the construction contract for the Apartment Complex or by other security satisfactory to the Investment Limited Partner, which other security may include, but shall not be limited to, the following:

(i) a written guaranty of completion by a Person, supported by financial statements demonstrating sufficient net worth or adequately collateralized by other real or personal properties or other Persons' guarantees; and/or

(ii) a retention of a reasonable portion of the Capital Contribution of the Investment Limited Partner and/or fees to the General Partners as a potential offset in the event the General Partners do not perform in accordance with this Agreement.

6.12 Certain Payments to the General Partners and Others

(a) The Partnership shall pay to the General Partners a non-cumulative fee (the "Annual Partnership Management Fee") commencing in 1995 for their services in connection with the administration of the day to day business of the Partnership in an annual amount equal to the lesser of (i) $500 per annum or (ii) the excess of (A) one-half of one per cent (0.5%) of the Aggregate Cost of the Apartment Complex over (B) the amount of the Asset Management Fee attributable to such year. The Annual Partnership Management Fee for each fiscal year of the Partnership shall be payable from Cash Flow in the manner and priority set forth in Section 10.2(a) to the extent Cash Flow is available therefore for such year.

(b) In consideration of their consultation, advice and other services in connection with the construction and development of the Apartment Complex and as consideration for the assignment described in Section 6.14, the Partnership shall pay to the General Partners (or their designee) a construction and
development fee (the "Construction and Development Fee") in the principal amount of $236,400, which fee shall be earned in full as to each building in the Apartment Complex as of the date such building is completed. The Construction and Development Fee shall be payable $112,544 from the proceeds of the First Installment, $92,544 from the proceeds of the Second Installment, and $31,312 from the proceeds of the Third Installment. Any portion of the Construction and Development Fee which shall not have been paid as of the date which is six months after it shall have been earned shall accrue interest at the Applicable Federal Rate in effect at the time earned from the date earned through the date of payment; any such interest shall be payable in accordance with the provisions of Article X.

(c) The Partnership shall pay to BCCLP or an Affiliate thereof a fee (the "Asset Management Fee") commencing in 1994 for its services in connection with the Partnership's accounting matters relating to the Investment Limited Partners and assisting with the preparation of tax returns and the reports required by Section 12.7 in the annual amount of the lesser of (i) $500 or (ii) one-half of one per cent (0.5%) of the Aggregate Cost of the Apartment Complex. The Asset Management Fee shall be payable from Cash Flow in the manner and priority set forth in Section 10.2(a); provided, however, that if in any fiscal year commencing with 1994, Cash Flow is insufficient to pay the full amount of the Asset Management Fee, the unpaid portion thereof shall accrue and be payable on a cumulative basis in the first year in which there is sufficient Cash Flow or from the proceeds of a Capital Transaction as provided in Article X.

6.13 Delegation of General Partner Authority

If there shall be more than one General Partner serving hereunder, each General Partner may from time to time, by an instrument in writing, delegate all or any of his powers or duties hereunder to another General Partner or General Partners.

Every contract, deed, mortgage, lease and other instrument executed by any General Partner shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (a) the Partnership was in existence, (b) this Agreement had not been amended in any manner so as to restrict the delegation of authority among General Partners (except as shown in certificates or other instruments duly filed in the Filing Office) and (c) the execution and delivery of such instrument was duly authorized by the General Partners. Any Person may always rely on a certificate addressed to him and signed by any General Partner hereunder:

(1) As to who are the General Partners or Limited Partners hereunder;

(2) As to the existence or nonexistence of any fact which constitutes a condition precedent to acts by the General Partners or in any other manner germane to the affairs of the Partnership;
(3) As to who is authorized to execute and deliver any instrument or document of the Partnership;

(4) As to the authenticity of any copy of this Agreement, the Certificate and any amendments thereto; or

(5) As to any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

6.14 Assignment to Partnership

The General Partners hereby transfer and assign to the Partnership all of their right, title and interest in and to the Apartment Complex and in and to all of the Project Documents, including, but not limited to, the following: (i) all contracts with architects, supervising architects, engineers and contractors with respect to the development of the Apartment Complex; (ii) all plans, specifications and working drawings heretofore prepared or obtained in connection with the Apartment Complex; (iii) all governmental commitments and approvals obtained, and applications therefor, including, but not limited to, those relating to planning, zoning, building permits and Tax Credit; (iv) any and all commitments with respect to any Mortgage(s); (v) any and all contracts or rights with respect to any agreements with the Construction Lender or FmHA; and (vi) any other work product related to the Apartment Complex and/or the Partnership.

ARTICLE VII

Withdrawal of a General Partner; New General Partners

7.1 Withdrawal

(a) No General Partner shall Withdraw from the Partnership (other than by reason of death or adjudication of incompetence or insanity) or sell, assign or encumber its Interest without the Consent of the Investment Limited Partner and all the other General Partners, except that if the Special Limited Partner or a designee thereof becomes a General Partner pursuant to Section 4.5(b), Section 5.2(e), Section 6.2(b) or Section 6.10, it shall not require the consent of any other General Partner to transfer all or any portion of its interest as a General Partner, other than as may be required under the Uniform Act. In the event of any Withdrawal by a General Partner in violation of this Section 7.1, such General Partner, in addition to being subject to any and all other legal remedies which may be pursued by the Partners, shall forfeit to the Special Limited Partner or its designee, such General Partner’s Interest and all unpaid fees from the Partnership and shall remain liable for all of the Withdrawing General Partner’s obligations under this Agreement. In addition, upon such Withdrawal and transfer, the Special Limited Partner or its designee shall automatically become a General Partner without further action by the Withdrawing General Partner or any other Partner, and each Partner hereby consents to such transfer and to the admission of the Special Limited Partner or its designee as a General Partner in such a situation.
Such transfer shall occur automatically upon such Withdrawal without further action by such Withdrawing General Partner.

(b) If at any time the only General Partners shall be one or more corporations (or partnerships with corporations as sole general partners), they shall be obligated to have a net worth which satisfies the 89-12 Requirements. If the General Partners shall at any time fail to meet the requirements of this Section 7.1(b), then they shall be deemed to have withdrawn from the Partnership in violation of the provisions of this Section 7.1 and shall be subject to the provisions of Section 7.1(a). Notwithstanding the foregoing, the provisions of this Section 7.1(b) shall not apply to the Special Limited Partner or its designee in the event it becomes the sole General Partner.

7.2 Obligation to Continue

Upon the Withdrawal of a General Partner, the remaining General Partners shall have the right and obligation to continue the business of the Partnership employing its assets and name, all as contemplated by the Uniform Act. Within thirty (30) days after they obtain knowledge of the Withdrawal of a General Partner, the remaining General Partners shall notify the Investment Limited Partner or its designee of such Withdrawal.

7.3 Withdrawal of All General Partners

If, following the Withdrawal of a General Partner, there is no remaining General Partner, the Investment Limited Partners and the Special Limited Partner may elect to reconstitute the Partnership and continue the business of the Partnership for the balance of the term specified in Section 2.4 by selecting a successor General Partner. If the Investment Limited Partners and the Special Limited Partner elect to reconstitute the Partnership pursuant to this Section 7.3 and admit the designated successor General Partner, the relationship among the then Partners shall be governed by this Agreement.

7.4 Interest of General Partner After Permitted Withdrawal

In the event of the Withdrawal of a General Partner not in violation of Section 7.1 and except as otherwise provided in Section 4.5(b), the Withdrawing General Partner hereby covenants and agrees to transfer to the remaining General Partners or to a successor General Partner selected in accordance with Section 7.3, as the case may be, such portion of the Withdrawing General Partner’s Interest as such remaining or successor General Partners may designate, such transfer to be made in consideration of the payment by the transferee of either the agreed value of such Interest or, if such value is not agreed to, the fair market value of such Interest as determined by a committee of three qualified real estate appraisers, one selected by the Withdrawing General Partner, one selected by the transferee and a third selected by the other two. The portion of the Withdrawing General
Partner’s Interest designated to be transferred in accordance with the provisions of this Section 7.4 shall be sufficient to ensure the continued treatment of the Partnership as a partnership under the Code and as a limited partnership under the Uniform Act, and, for the purposes of Article X, shall be deemed to be effective as of the date of Withdrawal, but the Partnership shall not make any distributions to the designated transferee until the transfer shall have been made. Any holder of any portion of the Interest of a Withdrawing General Partner which is not designated to be transferred to the remaining or successor General Partners pursuant to the provisions of this Section 7.4 shall become an Additional Limited Partner but (i) with the same share of the profits, losses, tax credits, Cash Flow and other distributions to which the holder of such Interest was entitled when held as a General Partner Interest, and (ii) shall not participate in the votes or Consents of the Investment Limited Partner hereunder. The admission of any successor or additional General Partner shall be subject to the consent of FmHA (if required) and the Consent of the Investment Limited Partner.

7.5 Withdrawal of Sole General Partner

Notwithstanding any other provision of this Article VII to the contrary, and except as provided in Section 4.5, in the event that (a) any sole General Partner shall Withdraw from the Partnership and (b) neither the Special Limited Partner nor the Investment Limited Partner or its designee becomes the successor General Partner hereunder, Emanuel H. Glockzin, Jr. hereby agrees, subject only to the approval of FmHA, if required, to make a Capital Contribution of $100 to the Partnership and become the successor General Partner hereunder. The Investment Limited Partner and the Special Limited Partner hereby consent to Emanuel H. Glockzin, Jr. becoming the successor General Partner, and the Investment Limited Partner and the Special Limited Partner hereby agree to execute and deliver any amendments to this Agreement and/or the Certificate which are necessary to carry out the provisions of this Section 7.5. The entire Interest of the Withdrawing General Partner as a General Partner hereunder shall be automatically transferred to the successor General Partner hereunder immediately upon the admission of the successor General Partner to the Partnership.

Further, the General Partners agree in such event to give prompt written notice thereof to FmHA. If FmHA rejects the admission of Emanuel H. Glockzin, Jr. as a General Partner, then Emanuel H. Glockzin, Jr. shall withdraw as a General Partner promptly after an additional General Partner acceptable to FmHA is admitted to the Partnership. Emanuel H. Glockzin, Jr. hereby agrees to use best efforts to obtain such an additional General Partner acceptable to FmHA.
ARTICLE VIII

Transferability of Limited Partner Interests

8.1 Assignments

(a) Except by operation of law (including the laws of descent and distribution) or Section 8.1(b), no Limited Partner may assign all or any part of its interest without the written consent of the General Partners, the giving or withholding of which is exclusively within their discretion.

(b) A Limited Partner, without the consent of the General Partners, may assign to any Person all or any portion of the economic benefits of the ownership of such Limited Partner’s Interest; provided, however, that such assignment shall not be binding on the Partnership until there shall have been filed with the Partnership by registered mail certified copies of an executed and acknowledged assignment and the written acceptance by the assignee of all the terms and provisions of this Agreement; if such assignment and acceptance are not so filed, the Partnership need not recognize such assignment for any purpose. An assignee of a Limited Partner who does not become a Substituted Limited Partner shall have, and shall only have, the right to receive the share of allocations and distributions of the Partnership to which the assigning Limited Partner would have been entitled with respect to the Interest (or portion thereof) so assigned if no such assignment had been made by such Limited Partner. Any assigning Limited Partner whose permitted assignee becomes a Substituted Limited Partner shall thereupon cease to be a Limited Partner and shall no longer have any of the rights or privileges of a Limited Partner. Where the assignee does not become a Substituted Limited Partner, the Partnership shall recognize such assignment not later than the last day of the calendar month following receipt of notice of assignment and all documentation required in connection therewith.

(c) Every assignee of a Limited Partner Interest (or any portion thereof) who desires to make a further assignment of its Interest shall be subject to all the provisions of this Article VIII.

8.2 Substituted Limited Partner

No Limited Partner shall have the right to substitute an assignee as Limited Partner in its place. Subject to Section 8.3, the General Partners may, however, in their sole discretion, permit an assignee to become a Substituted Limited Partner. The consent of the General Partners to an assignment of a Limited Partner Interest under Section 8.1 shall not, in and of itself, constitute permission under this Section 8.2.

Any Substituted Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify the agreement of such Substituted Limited Partner to be bound by all the provisions of this Agreement and shall pay the Partnership’s reasonable legal fees and filing costs in connection with its substitution as a Limited Partner.
8.3 Restrictions

(a) No Disposition may be made if such Disposition would violate Section 13.1.

(b) In no event shall all or any part of a Limited Partner Interest be Disposed of to a minor (other than to a descendant by reason of death) or to an incompetent.

(c) The General Partners may, in addition to any other requirement they may impose, require as a condition of any Disposition that the transferee (i) assume all costs incurred by the Partnership in connection therewith and (ii) furnish the Partnership and the other Partners with an opinion of counsel satisfactory to counsel to the Partnership that such Disposition complies with applicable Federal and state securities laws.

(d) Any sale, exchange, transfer or other Disposition in contravention of any of the provisions of this Section 8.3 shall be void and ineffectual and shall not bind or be recognized by the Partnership.

(e) Notwithstanding any other provision contained in this Article VIII, each Investment Limited Partner shall have a right of first refusal to purchase the Interest of any other Investment Limited Partner who wishes to sell or otherwise transfer its Interest at a price equal to and on terms identical to those of the prospective purchaser thereof, to the extent reasonably practical, and shall have at least fifteen (15) business days in which to exercise such right after receiving notice thereof. If there shall be more than two non-selling or transferring Investment Limited Partners, each of which desires to exercise such a right of first refusal, they may do so pro rata or, to the extent one does not so desire to exercise such right, to the extent of the entire Interest being so sold or transferred.

ARTICLE IX

Working Capital Loan; Borrowings

9.1 Working Capital Loan

In order to comply with Paragraph 5(a) of the FmHA Loan Agreement, the General Partners have advanced to the Partnership $31,520, which amount has been deposited by the Partnership in its general operating account (the "Working Capital Loan"). The Working Capital Loan shall not bear interest and shall be repaid (i) to the extent permitted by FmHA, out of Partnership funds not required for other Partnership purposes, (ii) out of any funds which FmHA designates as a return to the Partnership of such deposit to the Partnership’s general operating account or (iii) as set forth in Article X.

9.2 Borrowings

All Partnership borrowings shall be subject to the terms of this Agreement, including, but not limited to, the restrictions of Section 6.2, and may
be made from any source, including Partners and their Affiliates. Any Part-
nership borrowings from any Partner shall be subject to the prior written con-
sent of FMWA (if required under applicable FMWA regulations or requirements).
If any Partner shall lend any monies to the Partnership, the amount of any
such loan shall not be an increase of such Partner’s Capital Contribution. If
any Partner shall so lend monies, each such loan shall be an obligation of the
Partnership and (except for advances required by Section 9.1 and Subordinated
Loans) shall be repayable to such Partner on the same basis and with the same
rate of interest as would be applicable to a comparable loan to the
Partnership from a third party. Funds provided by the General Partners to the
Partnership pursuant to Section 6.11(a) shall not constitute borrowings for
the purposes of this Section 9.2 or for any other purposes.

ARTICLE X

Profits, Losses, Tax Credits, Distributions and Capital Accounts

10.1 Profits, Losses and Tax Credits

(a) Subject to Section 10.1(c) and Section 10.4, for each Partnership
fiscal year or portion thereof, all profits, tax-exempt income, losses,
non-deductible non-capitalizable expenditures and tax credits incurred or
accrued on or after the Commencement Date, other than those arising from a
Capital Transaction, shall be allocated 59.40% to the Class A Limited Partner
39.60% to the Class B Limited Partner and 1% to the General Partners.

(b) Except as otherwise specifically provided in this Article, all
profits and losses arising from a Capital Transaction shall be allocated to
the Partners as follows:

As to profits:

First, that portion of profits (including any profits treated
as ordinary income for Federal income tax purposes) shall be
allocated to the Partners who have negative Capital Account balances
in proportion to the amounts of such balances, provided that no
profits shall be allocated to a Partner under this Clause First to
increase any such Partner’s Capital Account above zero;

Second, profits in excess of the amounts allocated under Clause
First above shall be allocated to the General Partners in an amount
equal to the amount of cash distributed or available to be
distributed to them pursuant to Clause Second of Section 10.2(b) as
to the particular Capital Transaction;

Third, profits in excess of the amounts allocated under Clauses
First and Second above shall be allocated (i) to the Class A Limited
Partner in an amount equal to the amount of cash required to pay to
the Class A Limited Partner the full amount (including interest) of
the Class A Limited Partner’s Credit Recovery Loans and (ii) to the
Class B Limited Partner in an amount equal to the amount of cash
required to pay to the Class B Limited Partner the full amount (including interest) of the Class B Limited Partner’s Credit Recovery Loans;

Fourth, profits in excess of the amounts allocated under Clauses First, Second and Third above shall be allocated (i) to the Class A Limited Partner in an amount equal to the sum of (a) its Invested Amount plus (b) the full amount (including interest) of the Class A Limited Partner’s Credit Recovery Loans, (ii) to the Class B Limited Partner in an amount equal to the sum of (a) its Invested Amount plus (b) the full amount (including interest) of the Class B Limited Partner’s Credit Recovery Loans, and (iii) to each other Limited Partner in an amount equal to the amount of its respective Invested Amount, reduced (but not below zero) in the case of each Limited Partner (whether under clause (i) or clause (ii) or clause (iii)) by the sum of (A) the total amount of all prior cash distributions made to such Limited Partner pursuant to Section 10.2(b), Clause Seventh plus (B) the positive balance in the Capital Account of such Limited Partner prior to the allocation made pursuant to this Clause Fourth;

Fifth, profits in excess of the amounts allocated under Clauses First, Second, Third and Fourth above shall be allocated to each General Partner in the amount of its respective paid-in Capital Contributions reduced (but not below zero) by the sum of (i) the total amount of distributions previously made to it pursuant to Section 10.2(b), Clause Eighth after the application of the final paragraph of Section 10.2(b) to credit amounts distributed under Clause Second of Section 10.2(b) against amounts distributable under Clause Eighth of Section 10.2(b) (and not including the amounts so credited) plus (ii) the positive balance in such General Partner’s respective Capital Accounts prior to the allocations made pursuant to this Clause Fifth; and

Sixth, profits in excess of the amounts allocated under Clauses First, Second, Third, Fourth and Fifth above shall be allocated to the Partners in the same percentages as cash is distributed under Clause Tenth of Section 10.2(b) after the application of the final paragraph of Section 10.2(b) to credit amounts distributed under Clause Second of Section 10.2(b) against amounts distributable under said Clause Tenth (and not including the amounts so credited).

As to losses:

First, an amount of losses shall be allocated to the Partners to the extent and in such proportions as shall be necessary such that, after giving effect thereto, the respective balances in all Partners’ Capital Accounts shall be in the ratio of 59.40% for the Class A Limited Partner, 39.60% for the Class B Limited Partner and 1% for the General Partners;
Second, an amount of losses shall be allocated to the Partners until the balance in each Partner's Capital Account equals the amount of such Partner's Capital Contribution (after the allocation under Clause First above);

Third, an amount of losses shall be allocated to the Partners to the extent of and in proportion to such Partners' Capital Account balances (after the allocations under Clauses First and Second above); and

Fourth, any remaining amount of losses after the allocations under Clauses First, Second and Third above shall be allocated to the Partners in accordance with the manner in which they bear the Economic Risk of Loss associated with such loss; provided, however, that in the event that no Partner bears an Economic Risk of Loss, then any remaining losses shall be allocated 59.40% to the Class A Limited Partner, 39.60% to the Class B Limited Partner and 1% to the General Partners.

(c) Notwithstanding the foregoing provisions of Sections 10.1(a) and 10.1(b), in no event shall any losses be allocated to the Investment Limited Partner, the Special Limited Partner or any additional General Partner admitted pursuant to any of Section 4.5(b), Section 5.2(e), Section 5.2(b), Section 6.10 or Section 7.5, if and to the extent that such allocation would cause, as of the end of the Partnership taxable year, the negative balance in such Partner's Capital Account to exceed such Partner's share of Partnership Minimum Gain plus such Partner's share, if any, of Partner Non-Recourse Debt Minimum Gain. Any losses which are not allocated to a Partner by virtue of the application of this Section 10.1(c) shall be allocated to the General Partners, excluding any General Partner which shall have been admitted pursuant to any of Section 4.5(b), Section 5.2(e), Section 6.2(b), Section 6.10 or Section 7.5. For the purposes of this Section 10.1(c), a Partner's Capital Account shall be treated as reduced by Qualified Income Offset Items.

10.2 Cash Distributions Prior to Dissolution

(a) Cash Flow

Subject to FHA and Lender approval (if required), Cash Flow for each fiscal year or portion thereof of the Partnership shall be applied as follows:

First, to the payment of the Asset Management Fee for such year and for any previous year(s) as to which the Asset Management Fee shall not yet have been paid in full;

Second, to the repayment of any Subordinated Loans;

Third, to the payment of the Annual Partnership Management Fee attributable to such year; and

Fourth, the balance thereof, if any, shall be distributed annually, within seventy-five (75) days after the end of the fiscal year, 30% to the Class A Limited Partner, 20% to the Class B Limited Partner and 50% to the
General Partners; provided, however, that during such time as FmHA regulations are applicable to the Apartment Complex, the total amount of Cash Flow which may be so distributed to the Partners in respect to any fiscal year shall not exceed such amounts as FmHA regulations permit to be distributed.

(b) Distributions of other than Cash Flow

Prior to dissolution, if the General Partners shall determine from time to time that cash is available for distribution from a Capital Transaction, such cash shall be applied or distributed as follows:

First, to the payment of all matured debts and liabilities of the Partnership (including, but not limited to, all expenses of the Partnership incident to the Capital Transaction), excluding (i) debts and liabilities of the Partnership to Partners or their Affiliates and (ii) all unpaid fees owing to the General Partners or their Affiliates; and to the establishment of any reserves which the General Partners and the Auditors shall deem reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership;

Second, if the Permanent Mortgage is in place at the time of such Capital Transaction or if such Capital Transaction constitutes a refinancing of the Permanent Mortgage, to the General Partners in an aggregate amount equal to 5% of the proceeds remaining after the payment of the items set forth in Clause First of this Section 10.2(b);

Third, to the payment of any accrued and unpaid Asset Management Fees;

Fourth, to the payment to the Class A Limited Partner and the Class B Limited Partner, respectively of the full amount (including interest) of the Class A Limited Partner's Credit Recovery Loans and the Class B Limited Partner's Credit Recovery Loans;

Fifth, to the repayment of any Subordinated Loans;

Sixth, to the repayment of any then-unpaid debts and liabilities owed to Partners or Affiliates thereof by the Partnership for Partnership obligations (exclusive of Credit Recovery Loans and Subordinated Loans) to any of them, including, but not limited to, Management Fee for the fiscal year of the Capital Transaction, but excluding the Working Capital Loan; provided, however, that any debts or obligations to be repaid to any Limited Partner or Affiliate thereof pursuant to this Clause Sixth shall be repaid prior to the repayment of any such debts or obligations to any General Partner or Affiliate thereof;

Seventh, to the payment to each Limited Partner of an amount equal to its Invested Amount, in each case minus any prior distributions made to such Partner under this Clause Seventh, but never an amount less than zero;

Eighth, to the repayment to General Partners of their paid-in Capital Contributions minus any prior distributions made to them under this Clause Eighth and under Section 10.2(c), but never an amount less than zero;
Ninth, to the repayment of the Working Capital Loan; and

Tenth, any balance 30% to the Class A Limited Partner 19.999% to the Class B Limited Partners, .001% to the Special Limited Partner and 50% to the General Partners.

Notwithstanding the foregoing, however, for the purpose of determining the amounts to be distributed under Clauses Eighth and Tenth for a particular Capital Transaction, any distribution to the General Partners under Clause Second for such Capital Transaction shall be credited against and reduce any distributions which would otherwise be made to the General Partners under Clauses Eighth and Tenth (with such credit operating first against Clause Eighth distributions and then against Clause Tenth distributions), and the amount not distributed to the General Partners under Clauses Eighth and Tenth as a result thereof shall be distributed as if it were additional proceeds of such Capital Transaction. Any proceeds of a Capital Transaction distributed to the General Partners under Clause Second which are not currently credited against a distribution to the General Partners under either of Clause Eighth or Clause Tenth from such Capital Transaction shall be applied as additional credits against any distributions to the General Partners under either of Clauses Eighth and Tenth which may be the result of any future Capital Transactions.

(c) Special Distributions

The Partnership shall make special cash distributions to the General Partners from the proceeds of the Installments totaling $72,800, payable as follows:

<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third Installment</td>
<td>$61,232</td>
</tr>
<tr>
<td>Fourth Installment</td>
<td>$11,568</td>
</tr>
</tbody>
</table>

The special cash distributions shall be treated as distributions pursuant to Section 731 of the Code.

10.3 Distributions Upon Dissolution

(a) Upon dissolution and termination, after payment of, or adequate provision for, the debts and obligations of the Partnership, the remaining assets of the Partnership shall be distributed to the Partners in accordance with the positive balances in their Capital Accounts after taking into account all Capital Account adjustments for the Partnership taxable year, including adjustments to Capital Accounts pursuant to Sections 10.1(b) and 10.3(b). In the event that a General Partner or Additional Limited Partner has a negative balance in its Capital Account following the liquidation of the Partnership or such Partner's Interest, after taking into account all Capital Account adjustments for the Partnership taxable year in which such liquidation occurs, such Partner shall pay to the Partnership in cash an amount equal to the negative balance in such Partner's Capital Account. Such payment shall be made by the end of such taxable year (or, if later, within ninety (90) days
after the date of such liquidation) and shall, upon liquidation of the Partnership, be paid to recourse creditors of the Partnership or distributed to other Partners in accordance with the positive balances in their Capital Accounts.

(b) With respect to assets distributed in kind to the Partners in liquidation or otherwise, (i) any unrealized appreciation or unrealized depreciation in the values of such assets shall be deemed to be profits and losses realized by the Partnership immediately prior to the liquidation or other distribution event; and (ii) such profits and losses shall be allocated to the Partners in accordance with Section 10.1(b), and any property so distributed shall be treated as a distribution of an amount in cash equal to the excess of such fair market value over the outstanding principal balance of and accrued interest on any debt by which the property is encumbered. For the purposes of this Section 10.3(b), "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the fair market value of such assets, taking into account the fair market value of the associated financing (but subject to Section 7701(g) of the Code), and the Partnership's adjusted basis for such assets as determined under Regulation Section 1.704-1(b). This Section 10.3(b) is merely intended to provide a rule for allocating unrealized gains and losses upon liquidation or other distribution event, and nothing contained in this Section 10.3(b) or elsewhere herein is intended to treat or cause such distributions to be treated as sales for value. The fair market value of such assets shall be determined by an appraiser to be selected by the General Partners with the Consent of the Investment Limited Partner.

10.4 Special Provisions

(a) Except as otherwise provided in this Agreement, all profits, tax-exempt income, losses, non-deductible non-capitalizable expenditures, tax credits and cash distributions shared by a class of Partners shall be shared by each Partner in such class in the ratio of such Partner's paid-in Capital Contribution to the paid-in Class Contribution of the class of Partners of which such Partner is a member.

(b) Notwithstanding the foregoing provisions of this Article X:

(i) If (a) the Partnership incurs recourse obligations or Partner Non-Recourse Debt (including, without limitation, Subordinated Loans) or (b) the Partnership incurs losses from extraordinary events which are not recovered from insurance or otherwise (collectively "Recourse Obligations") in respect of any Partnership taxable year, then the calculation and allocation of profits and losses shall be adjusted as follows: first, an amount of deductions attributable to the Recourse Obligations shall be allocated to the General Partners; and second, the balance of such deductions shall be allocated as provided in Section 10.1(a).

(ii) If any profit arises from the sale or other disposition of any Partnership asset which shall be treated as ordinary income under the depreciation recapture provisions of the Code, then the full amount of
such ordinary income shall be allocated among the Partners in the proportions that the Partnership deductions from the depreciation giving rise to such recapture were actually allocated. In the event that subsequently-enacted provisions of the Code result in other recapture income, no allocation of such recapture income shall be made to any Partner who has not received the benefit of those items giving rise to such other recapture income.

(iii) If the Partnership shall receive any purchase money indebtedness in partial payment of the purchase price of the Apartment Complex and such indebtedness is distributed to the Partners pursuant to the provisions of Section 10.2(b) or Section 10.3, the distributions of the cash portion of such purchase price and the principal amount of such purchase money indebtedness hereunder shall be allocated among the Partners in the following manner: On the basis of the sum of the principal amount of the purchase money indebtedness and cash payments received on the sale (net of amounts required to pay Partnership obligations and fund reasonable reserves), there shall be calculated the percentage of the total net proceeds distributable to each class of Partners based on Section 10.2(b) or Section 10.3, as applicable, treating cash payments and purchase money indebtedness principal interchangeably for this purpose, and the respective classes shall receive such respective percentages of the net cash purchase price and purchase money principal. Payments on such purchase money indebtedness retained by the Partnership shall be distributed in accordance with the respective portions of principal allocated to the respective classes of Partners in accordance with the preceding sentence, and if any such purchase money indebtedness shall be sold, the sale proceeds shall be allocated in the same proportion.

(iv) Income, gain, loss and deduction with respect to any asset which has a variation between its basis computed in accordance with Treasury Regulation Section 1.704-1(b) and its basis computed for Federal income tax purposes shall be shared among the Partners so as to take account of such variation in a manner consistent with the principles of Section 704(c) of the Code and Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

(v) The terms "profits" and "losses" used in this Agreement shall mean income and losses, and each item of income, gain, loss, deduction or credit entering into the computation thereof, as determined in accordance with the accounting methods followed by the Partnership and computed in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). Profits and losses for Federal income tax purposes shall be allocated in the same manner as set forth in this Article X, except as provided in Section 10.4(b)(iv).

(vi) If there is a net decrease in Partnership Minimum Gain during a Partnership taxable year, each Partner will be allocated items of income and gain for such year (and, if necessary, subsequent years) in proportion to, and to the extent of, an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain during the year, before
any other allocation of Partnership items for such taxable year. A Partner shall not be subject to this mandatory allocation of income or gain to the extent that any of the exceptions provided in Treasury Regulation Section 1.704-2(f)(2)-(5) applies. All allocations pursuant to this Section 10.4(b)(vi) shall be in accordance with Treasury Regulation Section 1.704-2(f). This provision is a "minimum gain chargeback" within the meaning of Treasury Regulation Section 1.704-2(f) and shall be construed as such.

(vii) If there is a net decrease in Partner Non-Recourse Debt Minimum Gain during a Partnership taxable year, then each Partner with a share of the minimum gain attributable to such debt at the beginning of such year will be allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Partner’s share of the net decrease in Partner Non-Recourse Debt Minimum Gain during the year. A Partner is not subject to this Partner Non-Recourse Debt Minimum Gain chargeback to the extent that any of the exceptions provided in Treasury Regulation Section 1.704-2(i)(4) applied consistently with Treasury Regulation Section 1.704-2(f)(2)-(5) applies. Such allocations shall be made in a manner consistent with the requirements of Treasury Regulation Section 1.704-2(i)(4) under Section 704 of the Code.

(viii) If a Limited Partner unexpectedly receives (a) an allocation of loss or deduction or expenditures described in Section 705(a)(2)(B) of the Code made (1) pursuant to Section 704(e)(2) of the Code to a donee of an Interest, (2) pursuant to Section 706(d) of the Code as the result of a change in any Partner’s Interest, or (3) pursuant to Regulation Section 1.751-1(b)(2)(ii) as a result of a distribution by the Partnership of unrealized receivables or inventory items or (b) a distribution, and such allocation and/or distribution would cause the negative balance in such Partner’s Capital Account to exceed (i) such Partner’s share of Partnership Minimum Gain plus (ii) the amount of such Partner’s obligation, if any, to restore a negative balance in such Partner’s Capital Account plus (iii) such Partner’s share of Partner Non-Recourse Debt Minimum Gain with respect to which such Partner or a Related Person to such Partner bears the Economic Risk of Loss, then such Partner shall be allocated items of income and gain in an amount and manner sufficient to eliminate such negative balance as quickly as possible. For purposes of this Section 10.4(b)(viii), a Partner’s Capital Account shall be treated as reduced by Qualified Income Offset Items.

(ix) In the event that any fee payable to any General Partner or any Affiliate thereof shall instead be determined to be a non-deductible, non-capitalizable distribution from the Partnership to a Partner for Federal income tax purposes, then there shall be allocated to such General Partner an amount of gross income equal to the amount of such distribution.

(x) In applying the provisions of Article X with respect to distributions and allocations, the following ordering of priorities shall apply:
any allocation otherwise provided for in this Agreement, and no amendment of
this Agreement or approval of any Partner shall be required.

(b) In making any allocation (the "New Allocation") under Sec-
tion 10.5(a), the General Partners are authorized to act only after having
been advised in writing by the Tax Accountants that, under Section 704(b) of
the Code, (i) the New Allocation is necessary, and (ii) the New Allocation is
the minimum modification of the allocations otherwise provided for in this
Agreement necessary in order to assure that, either in the then-current year
or in any preceding year, each Partner’s distributive share of profits, tax-
exempt income, losses, non-deductible non-capitalizable expenditures and
credits (or any item thereof) is determined and allocated in accordance with
this Agreement to the fullest extent permitted by Section 704(b) of the Code.

(c) If the General Partners are required by Section 10.5(a) to make any
New Allocation in a manner less favorable to the Limited Partners than is
otherwise provided for herein, then the General Partners are authorized and
directed, only after having been advised in writing by the Tax Accountants
that such an allocation is permitted by Section 704(b) of the Code, to allo-
cate profits, tax-exempt income, losses, non-deductible non-capitalizable
expenditures and credits (and any item thereof) arising in later years in such
manner so as to bring the allocations of profits, tax-exempt income, losses,
non-deductible non-capitalizable expenditures and credits (and each item
thereof) to the Limited Partners as nearly as possible to the allocations
thereof otherwise contemplated by this Agreement.

(d) New Allocations made by the General Partners under Section 10.5(a)
and Section 10.5(c) in reliance upon the advice of the Tax Accountants shall
be deemed to be made pursuant to the fiduciary obligation of the General Part-
ners to the Partnership and the Limited Partners, and no such allocation shall
give rise to any claim or cause of action by any Limited Partner.

ARTICLE XI

Management Agent

A. The General Partners shall engage the Management Agent to manage the
Apartment Complex pursuant to the Management Agreement. The Management Agent
shall receive a Management Fee of those amounts payable from time to time by
the Partnership to the Management Agent for management services in accordance
with a management contract approved by FmHA or, when the Apartment Complex is
not subject to FmHA regulation, in accordance with a reasonable and competi-
tive fee arrangement. From and after the Admission Date, the Partnership
shall not enter into any Management Agreement or modify or extend any
Management Agreement unless (i) the General Partners shall have obtained the
prior written consent of the Special Limited Partner to the identity of the
Management Agent and the terms of the Management Agreement or the modification
or extension thereof and (ii) such new Management Agreement or modified or
extended Management Agreement provides that it is terminable by the
Partnership on thirty (30) days’ notice by the Partnership in the event of any
change in the identity of the General Partners.
B. Notwithstanding the foregoing, however, should the Investment General Partner or an Affiliate thereof perform property management services for the Partnership, property management, rent-up or leasing fees shall be paid to the Investment General Partner or such Affiliate only for services actually rendered and shall be in an amount equal to the lesser of (i) fees competitive in price and terms with those of non-affiliated Persons rendering comparable services in the locality where the Apartment Complex is located and which could reasonably be available to the Partnership, or (ii) five per cent (5%) of the gross revenues of the Apartment Complex. No duplicate property management fees shall be paid to any Person.

C. If (i) the Management Agent is a General Partner or an Affiliate of a General Partner, and (a) the Apartment Complex shall be subject to a substantial building code violation which shall not have been cured within six months after notice from the applicable governmental agency or department or (b) the Partnership shall not have Cash Flow of at least $1,000 during any year after 1992, or (ii) an Event of Bankruptcy shall occur with respect to the Management Agent, or (iii) the Management Agent shall commit willful misconduct or gross negligence in its conduct of its duties and obligations under the Management Agreement or (iv) there is any change in the identity of the General Partners, or (v) the Management Agent is cited by FmHA, any Tax Credit monitoring or compliance agency of the State or any other governmental agency for a violation or alleged violation of any applicable rules, regulations or requirements, including, but not limited to, non-compliance with the Minimum Set-Aside Test, the Rent Restriction Test or any other Tax Credit-related provision, then, upon request by the Special Limited Partner and subject to FmHA approval, if required, the General Partners must cause the Partnership to promptly terminate the Management Agreement with the Management Agent and appoint a new Management Agent selected by the Special Limited Partner, which new Management Agent shall not be an Affiliate of a General Partner. Each General Partner hereby grants to the Special Limited Partner an irrevocable (to the extent permitted by applicable law) power of attorney coupled with an interest to take any action and to execute and deliver any and all documents and instruments on behalf of such General Partner and the Partnership as the Special Limited Partner may deem to be necessary or appropriate in order to effectuate the provisions of this Article XI.C. Subject to FmHA approval, if required, the Partnership shall not enter into any future management arrangement or renew or extend any existing management arrangement unless such arrangement is terminable without penalty upon the occurrence of the events described in this Article XI.

D. The General Partners shall have the duty to manage the Apartment Complex during any period when there is no Management Agent.
ARTICLE XII

Books and Records, Accounting, Tax Elections, Etc.

12.1 Books and Records

The Partnership shall maintain all books and records which are required under the Uniform Act or by any governmental agency having jurisdiction and may maintain such other books and records as the General Partners in their discretion deem advisable. Every Limited Partner, or its duly authorized representatives, shall at all times have access to the records of the Partnership at the principal office of the Partnership at any and all reasonable times, and may inspect and copy any of such records. A list of the names and addresses of all of the Limited Partners shall be maintained as part of the books and records of the Partnership and shall be mailed to any Limited Partner upon request. A reasonable charge for copy work may be charged by the Partnership.

12.2 Bank Accounts

The bank accounts of the Partnership shall be maintained in the Partnership's name with such financial institutions as the General Partners shall determine. Withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the General Partners may determine. All deposits (including security deposits and other funds required to be escrowed by FMHA) and other funds not needed in the operation of the business shall be deposited, if required by applicable law and to the extent permitted by applicable FMHA or Mortgage requirements, in interest-bearing accounts or invested in United States Government obligations maturing within one year.

12.3 Auditors

(a) The Auditors shall prepare, for execution by the General Partners, all tax returns of the Partnership. Prior to the filing of the Partnership tax returns, and in no event later than February 1 of each year, the Auditors shall deliver the tax returns for such year to the Tax Accountants for their review and comment. If a dispute arises between the Auditors and the Tax Accountants over the proper preparation of the tax returns and such dispute cannot be resolved by the Auditors and the Tax Accountants by March 1 of such year, then the Tax Accountants shall make the final decision on whether any changes are necessary. The Partnership shall reimburse BCCLP for all costs and expenses paid to the Tax Accountants for the aforementioned services.

(b) If the Partnership fails to fulfill any of its obligations under Section 12.7(a)(i) and/or Section 12.7(a)(ii) within the time periods set forth therein, at any time thereafter upon notice from the Special Limited Partner that a change in the identity of the Auditors is desired, the General Partners, on behalf of the Partnership, shall promptly terminate the Partnership's engagement of the Auditors, and the prior written consent of the Special Limited Partner must be received to the appointment of replacement.
Auditors. If no such consent is received to the appointment of replacement Auditors within thirty (30) days of the notice from the Special Limited Partner to replace the Auditors, then the Special Limited Partner shall appoint replacement Auditors of its own choosing, the cost of which shall be borne by the Partnership as a Partnership expense. All Partners hereby grant to the Special Limited Partner a special power of attorney, irrevocable to the extent permitted by law, coupled with an interest, to so appoint replacement Auditors and to anything else which in the view of the Special Limited Partner may be necessary or appropriate to accomplish the purposes of this Section 12.3(c).

12.4 Cost Recovery and Elections

(a) With respect to all depreciable assets for which cost recovery deductions are permitted, the Partnership shall elect to use, so far as permitted by the provisions of the Code, accelerated cost recovery methods. However, the Partnership may change to another method of cost recovery if such other method is, in the opinion of the Auditors, more advantageous to the Investment Limited Partner and the limited partners thereof. Notwithstanding the foregoing, however, unless the Consent of the Investment Limited Partner is received permitting a different cost recovery schedule, the Partnership shall depreciate its personal and real property utilizing the alternative depreciation system of Section 168(g)(2) of the Code.

(b) Subject to the provisions of Section 12.5, all other elections required or permitted to be made by the Partnership under the Code shall be made by the General Partners in such manner as will, in the opinion of the Auditors, be most advantageous to the Investment Limited Partner and the limited partners thereof.

12.5 Special Basis Adjustments

In the event of a transfer of all or any part of the Interest of the Investment Limited Partner or a transfer of all or any part of an interest of a partner of the Investment Limited Partner, the Partnership shall elect, upon the request of the Investment Limited Partner, pursuant to Section 754 of the Code, to adjust the basis of the Partnership property. Any adjustments made pursuant to said Section 754 shall affect only the successor in interest to the transferring Partner or partner thereof. Each Partner will furnish the Partnership all information necessary to give effect to such election.

12.6 Fiscal Year

The fiscal and tax year of the Partnership shall be the calendar year. The books of the Partnership shall be kept on an accrual basis.

12.7 Information to Partners

(a) The General Partners shall cause to be prepared and distributed to all Persons who were Partners at any time during a fiscal year of the Partnership:
(i) Within forty-five (45) days after the end of each fiscal year of the Partnership, (A) a balance sheet as of the end of such fiscal year, a statement of income, a statement of partners' equity, and a statement of cash flows, each for the year then ended, all of which, except the statement of cash flows, shall be prepared in accordance with generally accepted accounting principles and accompanied by a report of the Auditors containing an opinion of the Auditors, and (B) a report of the activities of the Partnership during the period covered by the report. With respect to any distribution to the Investment Limited Partner, the report called for shall separately identify distributions from (1) Cash Flow from operations during the period, (2) Cash Flow from operations during a prior period which had been held as reserves, (3) proceeds from disposition of property and investments, (4) lease payments on net leases with builders and sellers, (5) reserves from the gross proceeds of the Capital Contribution of the Investment Limited Partner, (6) borrowed monies, and (7) transactions outside of the ordinary course of business with a description thereof.

(ii) Within thirty (30) days after the end of each fiscal year of the Partnership, all information relating to the Partnership and/or the Apartment Complex which is necessary, in the view of the Tax Accountants, for the preparation of the Limited Partners' Federal income tax returns.

(iii) Within thirty (30) days after the end of each quarter of a fiscal year of the Partnership, a report containing:

(A) a balance sheet, which may be unaudited;

(B) a statement of income for the quarter then ended, which may be unaudited;

(C) a statement of cash flows for the quarter then ended, which may be unaudited;

(D) a certification of the General Partners that the Apartment Complex and its tenants are in compliance with all applicable federal, state and local requirements and regulations;

(E) a low-income housing tax credit monitoring form, a copy of the rent roll for the Apartment Complex, a statement of income and expenses, an operating statement and an Occupancy/Rental Report, all in the form specified by BCCLP;

(F) all other information which would be pertinent to a reasonable investor regarding the Partnership and its activities during the quarter covered by the report; and

(b) Within sixty (60) days after the end of each fiscal year of the Partnership a copy of the annual report to be filed with the United States Treasury concerning the status of the Apartment Complex as low-income housing and, if required, a certificate to the appropriate state agency concerning the same.
(c) Upon the written request of the Investment Limited Partner for further information with respect to any matter covered in item (a) or item (b) above, the General Partners shall furnish such information within thirty (30) days of receipt of such request.

(d) Prior to October 15 of each year, the Partnership shall send to the Investment Limited Partner an estimate of the Investment Limited Partner's share of the tax credits, profits and losses of the Partnership for Federal income tax purposes for the current fiscal year. Such estimate shall be prepared by the General Partners and the Auditors and shall be in the form specified by BCCLP.

(e) Within fifteen (15) days after the end of any calendar quarter during which:

(i) there is a material default by the Partnership under any Project Document or in the payment of any mortgage, taxes, interest or other obligation on secured or unsecured debt,

(ii) any reserve has been reduced or terminated by application of funds therein for purposes materially different from those for which such reserve was established,

(iii) any General Partner has received any notice of a material fact which may substantially affect further distributions or Tax Credit allocations to any Limited Partner, or

(iv) any Partner has pledged or collateralized its Interest in the Partnership,

the General Partners shall send the Investment Limited Partner a detailed report of such event.

(f) After the Admission Date, the Partnership shall send to the Investment Limited Partner, on or before the tenth day of each month, the monthly housing credit monitoring form, and copies of all applicable periodic reports covering the status of project operations from the previous period, as may be required by FmHA.

(g) On or before May 1st of each of the Partnership's fiscal years, the Partnership shall send to the Investment Limited Partner a report on operations, in the form supplied by BCCLP.

(h) The General Partners shall cause the Partnership to send to the Investment Limited Partner a copy of each Construction Mortgage draw requisition and any notification or correspondence from the Construction Lender indicating that any such draw will not be paid as requisitioned. Upon receipt, the Partnership shall send to the Investment Limited Partner copies of the Form(s) 8609 evidencing the Tax Credit allocation. Promptly after Permanent Mortgage Commencement, the General Partners shall send to BCCLP a closing binder containing photocopies of the fully-executed versions of all
documents signed in connection with the Permanent Mortgage. The General Partners hereby consent to the relevant FHA District Office, as well as any other applicable FHA office, providing BCCLP with copies of all material communications between any such office and the General Partners and/or the Partnership, including, but not limited to, any notices of default. From and after any date upon which the General Partners receive notice from the Investment Limited Partner that the Investment Limited Partner would like copies of the monthly rent rolls for the Apartment Complex to be sent to BCCLP, the General Partners shall send copies of the rent rolls to BCCLP no later than ten (10) days after the expiration of each month.

(i) If the earlier of (A) the Completion Date or (B) the date upon which tenants first occupied apartment units in the Apartment Complex shall have occurred six months or more prior to the date upon which the Investment Limited Partner acquired its Interest in the Partnership, then the General Partners shall cause to be prepared and delivered to the Investment Limited Partner within sixty (60) days of the Admission Date the following items:

(i) An unaudited statement of income of the Partnership for the year (or such shorter period as there may be from the date of the most recent audited statement of income of the Partnership) ended on the date upon which the Investment Limited Partner acquired its Interest in the Partnership; and

(ii) An audited statement of income of the Partnership for any fiscal year of the Partnership ending between (A) the earlier of (1) the Completion Date or (2) the date upon which tenants first occupied apartment units in the Apartment Complex and (B) the date upon which the Investment Limited Partner acquired its Interest in the Partnership.

(j) Within thirty (30) days of the Completion Date, the General Partners shall prepare, or cause the Auditors to prepare, and deliver to each Limited Partner a Tax Credit basis worksheet for each building in the Apartment Complex, all in a form specified by BCCLP.

(k) If the General Partners do not cause the Partnership to fulfill its obligations under Section 12.7(a)(i) and/or Section 12.7(a)(ii) within the time periods set forth therein, the General Partners shall pay as damages the sum of $500 per day (plus interest at a rate equal to the general base rate of interest established by The First National Bank of Boston or its successors and assigns and announced by it as the rate charged by it to its prime commercial customers on short-term unsecured borrowings as its "base rate" from time to time in effect plus 3%) to the Investment Limited Partner until such obligations shall have been fulfilled. Such damages shall be paid forthwith by the General Partners, and failure to so pay shall constitute a material default of the General Partners hereunder. In addition, if the General Partners shall so fail to pay, the General Partners and their Affiliates shall forthwith cease to be entitled to the Annual Partnership Management Fee and to the payment of any Cash Flow or Capital Transaction proceeds to which they may otherwise be entitled hereunder. Such payments of the Annual Partnership Management Fee, Cash Flow and Capital Transaction proceeds shall be restored only upon the payment of such damages in full, and any amount of such damages
not so paid shall be deducted against payments of the Annual Partnership
Management Fee, Cash Flow and Capital Transaction proceeds otherwise due to
the General Partners or their Affiliates.

12.8 Expenses of the Partnership

(a) All expenses of the Partnership shall be billed directly to and paid
by the Partnership.

(b) Except in extraordinary circumstances, neither the Investment
General Partner nor any Affiliate thereof shall be permitted to contract or
otherwise deal with the Partnership for the sale of goods or services or the
lending of money to the Partnership or the General Partners, except for
(i) management services, subject to the restrictions set forth in Article
XI.B., (ii) loans made by, or guaranteed by, the Investment General Partner or
any of its Affiliates, and (iii) those dealings, contracts or provision of
services described in the Investment Partnership Agreement or the Prospectus.
Extraordinary circumstances shall only be presumed to exist where there is an
emergency situation requiring immediate action and the services required are
not immediately available from unaffiliated parties. All services rendered
under such circumstances must be rendered pursuant to a written contract which
must contain a clause allowing termination without penalty on sixty (60) days’
notice. Goods and services provided under such circumstances must be provided
at the lesser of actual cost or the price charged for such goods or services
by independent parties.

(c) In the event extraordinary circumstances arise, the Investment
General Partner and its Affiliates may provide construction services in
connection with the Apartment Complex. Neither the Investment General Partner
nor any of its Affiliates shall provide such services unless it believes it
has an adequate staff to do so and unless such provision of goods and
construction services is part of its ordinary and ongoing business in which it
has previously engaged, independent of the activities of the Investment
Limited Partner. Any such services must be reasonable for and necessary to
the Investment Limited Partner, actually furnished to the Investment Limited
Partner, and provided at the lower of ten per cent (10%) of the construction
contract rate with respect to the Apartment Complex or ninety per cent (90%)
of the competitive price charged for such services by independent parties for
comparable goods and services in the same geographic location (except that in
the case of transfer agent, custodial and similar banking-type fees, and
insurance fees, the compensation, price or fee shall be at the lesser of costs
or the compensation, price or fee of any other Person rendering comparable
services as aforesaid). Cost of services as used herein means the pro rata
cost of personnel, including an allocation of overhead directly attributable
to such personnel, based on the amount of time such personnel spent on such
services or other method of allocation acceptable to the accountants for the
Investment Limited Partner.

(d) All services provided by the Investment General Partner or any
Affiliate thereof pursuant to Section 12.8(c) must be rendered pursuant to the
Investment Partnership Agreement or a written contract which precisely
 describes the services to be rendered and all compensation to be paid and
shall contain a clause allowing termination without penalty upon sixty (60) days' notice to the Investment General Partner by a vote of a majority in interest of the limited partners and assignees of beneficial interests in the Investment Limited Partner.

(e) No compensation or fees may be paid by the Partnership to the Investment General Partner or its Affiliates except as described in the Investment Partnership Agreement or in the Prospectus.

ARTICLE XIII

General Provisions

13.1 Restrictions by Reason of Section 708 of the Code

No Disposition may be made if the Interest sought to be Disposed of, when added to the total of all other Interests Disposed of within the period of twelve consecutive months prior to the proposed date of the Disposition, could, in the opinion of tax counsel to the Partnership, result in the termination of the Partnership under Section 708 of the Code. This Section 13.1 shall have no application to any required repurchase of the Investment Limited Partner's Interest. Any Disposition in contravention of any of the provisions of this Section 13.1 shall be void ab initio and ineffectual and shall not bind or be recognized by the Partnership. Notwithstanding the foregoing provisions of this Section 13.1, however, the Investment Limited Partner may waive the provisions of this Section 13.1 at any time as to a Disposition or series of Dispositions, and in the event of such a waiver, this Section 13.1 shall have no force or effect upon such Disposition or series of Dispositions.

13.2 Amendments to Certificate

Within one hundred twenty (120) days after the end of any Partnership fiscal year in which the Investment Limited Partner shall have received any distributions under Article X, the General Partners shall file an amendment to the Certificate reducing by the amount of its allocable share of such distribution the amount of Capital Contribution of the investment Limited Partner as stated in the last previous amendment to the Certificate. However, Schedule A shall not be amended on account of any such distribution.

The Partnership shall amend the Certificate at least once each calendar quarter to effect the substitution of substituted Limited Partners, although the General Partners may elect to do so more frequently. In the case of assignments, where the assignee does not become a Substituted Limited Partner, the Partnership shall recognize the assignment not later than the last day of the calendar month following receipt of notice of assignment and all documentation required in connection therewith hereunder.

Notwithstanding the foregoing provisions of this Section 13.2, no such amendments to the Certificate need be filed by the General Partners if the Certificate is not required to and does not identify the Limited Partners or their Capital Contributions in such capacity.
13.3 Notices

Any notice called for under this Agreement shall be in writing and shall be deemed adequately given if actually delivered or if sent by registered or certified mail, postage prepaid, to the party for whom such notice is intended at such party's last address of record on the Partnership books.

13.4 Word Meanings

The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and vice versa, and each gender (masculine, feminine and neuter) shall include the other genders, unless the context requires otherwise. Each reference to a "Section" or an "Article" refers to the corresponding Section or Article of this Agreement, unless specified otherwise. References to Treasury Regulations (permanent or temporary) or Revenue Procedures shall include any successor provisions.

13.5 Binding Effect

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

13.6 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State.

13.7 Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

13.8 Financing Regulations

So long as any of the Project Documents are in effect, (a) each of the provisions of this Agreement shall be subject to, and the General Partners covenant to act in accordance with, the Project Documents; (b) the Project Documents shall govern the rights and obligations of the Partners, their heirs, executors, administrators, successors and assigns to the extent expressly provided therein; (c) upon any dissolution of the Partnership or any transfer of the Apartment Complex, no title or right to the possession and control of the Apartment Complex and no right to collect the rent therefrom shall pass to any Person who is not, or does not become, bound by the Project Documents and other FmHA documents in a manner satisfactory to FmHA; (d) no amendment to any provision of the Project Documents shall become effective without the prior written consent of FmHA (if required); and (e) the affairs
of the Partnership shall be subject to FmHA regulation, and no action shall be taken which would require the consent or approval of FmHA unless the prior consent or approval of FmHA shall have been obtained. No new Partner shall be admitted to the Partnership, and no Partner shall withdraw from the Partnership or be substituted for without the consent of FmHA (if such consent is then required). No amendment to this Agreement relating to matters governed by FmHA regulations or requirements shall become effective until the prior written consent of FmHA (if required) to such amendment shall have been obtained.

Any conveyance or transfer of title to all or any portion of the Apartment Complex required or permitted under this Agreement shall in all respects be subject to all conditions, approvals and other requirements of FmHA rules and regulations applicable thereto.

13.9 Separability of Provisions

Each provision of this Agreement shall be considered separable and (a) if for any reason any provision is determined to be invalid, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and (b) if for any reason any provision would cause the Investment Limited Partner to be bound by the obligations of the Partnership (other than the rules and regulations of FmHA and the requirements of any other Lender), such provision or provisions shall be deemed void and of no effect.

13.10 Paragraph Titles

All article and section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any article or section.

13.11 Amendment Procedure

This Agreement may be amended by the General Partners only with the Consent of the Investment Limited Partner and the prior written consent of the Special Limited Partner.

13.12 Extraordinary Limited Partner Expenses

Any and all costs and expenses incurred by the Investment Limited Partner and/or the Special Limited Partner in connection with exercising rights and remedies against the General Partners with respect to this Agreement, including without limitation, reasonable attorneys’ fees, shall be paid by the General Partners on demand. All amounts due to the Investment Limited Partner and/or the Special Limited Partner pursuant to this provision shall bear interest from demand at a rate of 9%.

If any General Partner breaches any provision of this Agreement, the Investment Limited Partner and/or the Special Limited Partner may employ an attorney or attorneys to protect its rights hereunder, and the General Partners shall pay on demand the reasonable attorneys’ fees and expenses
incurred by the Investment Limited Partner and/or the Special Limited Partner, whether or not a legal action is actually commenced against any General Partner by reason of such breach. All amounts due to the Investment Limited Partner and/or the Special Limited Partner pursuant to this provision shall bear interest from demand at a rate equal to 9%.

13.13 **Time of Admission**

The Class A Limited Partner and the Class B Limited Partner shall be deemed to have been admitted to the Partnership as of the Commencement Date for all purposes of this Agreement, including Article X; provided, however, that if regulations are issued under the Code or an amendment to the Code is adopted which would require, in the opinion of the Auditors, that the Class A Limited Partner or the Class B Limited Partner be deemed admitted on a date other than as of the Commencement Date, then the General
Partners shall select a permitted admission date which is most favorable to the Investment Limited Partner.

WITNESS the execution hereof under seal as of the 1st day of August, 1993.

ORIGINAL (WITHDRAWING) LIMITED PARTNER:
DORIS B. ROGERS

CLASS A LIMITED PARTNER:
BOSTON CAPITAL PRIVATE TAX CREDIT FUND XXIII LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: C & M Associates d/b/a Boston Capital Associates, a general partner

By: Candace L. Cook, Attorney-In-Fact for John P. Manning, a general partner

GENERAL PARTNER:
CULLEN J. ROGERS

SPECIAL LIMITED PARTNER:
BCTC 92, INC.

By: Candace L. Cook as Attorney-In-Face for John P. Manning, President

CLASS B LIMITED PARTNER:
BOSTON CAPITAL PRIVATE TAX CREDIT FUND XXIV LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: C & M Associates d/b/a Boston Capital Associates, a general partner

By: Candace L. Cook, Attorney-In-Fact for John P. Manning, a general partner
CONSENT AND AGREEMENT

The undersigned hereby executes this Agreement for the sole purpose of becoming a party to and agreeing to be bound by, Section 7.5 of the foregoing Amended and Restated Agreement and Certificate of Limited Partnership.

EMANUEL H. GLOCKZIN, JR.

CONSENT AND AGREEMENT

The undersigned hereby executes this Agreement for the sole purpose of agreeing to the provisions of Article XI of the foregoing Amended and Restated Agreement and Certificate of Limited Partnership notwithstanding any provision of the Management Agreement to the contrary.

Management Agent

EMANUEL H. GLOCKZIN, JR.
STATE OF 
) SS.
COUNTY OF 

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above-named Cullen J. Rogers, known to me to be the person who executed the foregoing instrument, and, being duly sworn, acknowledged that the statements therein are true and that he did sign the same as his free act and deed.

WITNESS my hand and official seal this 3rd day of September, 1993.

Notary Public

Kenneth R. Tomlinson
Name (Printed)
My Commission Expires: 8-3-95
My County of Residence: J.E.

STATE OF 
) SS.
COUNTY OF 

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above-named Doris B. Rogers, known to me to be the person who executed the foregoing instrument, and, being duly sworn, acknowledged that the statements therein are true and that she did sign the same as her free act and deed.

WITNESS my hand and official seal this 2nd day of September, 1993.

Notary Public

Kenneth R. Tomlinson
Name (Printed)
My Commission Expires: 8-3-95
My County of Residence: J.E.
STATE OF )
  ) SS.
COUNTY OF )

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above-named EmmanuelClark, Jr., known to me to be the Mt. Rush of Memories Co., who, being duly sworn, acknowledged that the statements therein are true and that [he] did sign the foregoing instrument as [his] free act and deed and that the same is the duly authorized free act and deed of ________________________.

WITNESS my hand and official seal this 2nd day of Sept., 1983.

[Signature]
Notary Public

Kenneth R. Tomlinson
Name (Printed)

My Commission Expires: 8-5-95

My County of Residence: __________
STATE OF                                   )  
                                      ) SS.  
COUNTY OF                                   )  

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above-named Emanuel H. Glockzin, Jr., known to me to be the person who executed the foregoing instrument, and, being duly sworn, acknowledged that the statements therein are true and that he did sign the same as his free act and deed.

WITNESS my hand and official seal this 2nd day of Sept., 1992.

[Signature]

Notary Public

KENNETH R. TOMLINSON
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 8-3-95

Name (Printed)

My Commission Expires: 8-3-95

My County of Residence: 74/15
COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF SUFFOLK ) SS.

BEFORE ME, the undersigned Notary Public in and for said County and Commonwealth, personally appeared the above-named Candace L. Cook, as Attorney-in-fact for John B. Manning, known to me to be a general partner of C & M Associates d/b/a Boston Capital Associates, which is a general partner of Boston Capital Private Tax Credit Fund XXIII Limited Partnership, who, being duly sworn, acknowledged that she did sign the foregoing instrument, that the statements therein contained are true and that the same is the duly authorized free act and deed of Boston Capital Tax Private Credit Fund XXIII Limited Partnership.

WITNESS my hand and official seal this 8th day of Sept., 1993.

Margaret M. McGovern
Notary Public

My Commission Expires: August 7, 1998

My County of Residence: Plymouth

COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF SUFFOLK ) SS.

BEFORE ME, the undersigned Notary Public in and for said County and Commonwealth, personally appeared the above-named Candace L. Cook, as Attorney-in-fact for John B. Manning, known to me to be a general partner of C & M Associates d/b/a Boston Capital Associates, which is a general partner of Boston Capital Private Tax Credit Fund XXIV Limited Partnership, who, being duly sworn, acknowledged that she did sign the foregoing instrument, that the statements therein contained are true and that the same is the duly authorized free act and deed of Boston Capital Private Tax Credit Fund XXIV Limited Partnership.

WITNESS my hand and official seal this 8th day of Sept., 1993.

Margaret M. McGovern
Notary Public

My Commission Expires: August 7, 1998

My County of Residence: Plymouth
COMMONWEALTH OF MASSACHUSETTS )
) SS.
COUNTY OF SUFFOLK )

BEFORE ME, the undersigned Notary Public in and for said County and
Commonwealth, personally appeared the above-named Candace L. Cook, as
attorney-in-fact for John P. Manning, known to me to be the President of
BCTC 92, Inc., who, being duly sworn, acknowledged that she did sign the
foregoing instrument, that the statements therein contained are true and that
the same is the duly authorized free act and deed of BCTC 92, Inc.

WITNESS my hand and seal this 8th day of Sept., 1993.

[Signature]
Notary Public

Margaret M. McGovern
Name (Printed)

My Commission Expires: Aug 7, 1993

My County of Residence: Plymouth

-75-
MANSFIELD RETIREMENT, LTD.

Schedule A

As of August 1, 1993

<table>
<thead>
<tr>
<th>General Partners</th>
<th>Capital Contributions</th>
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<tbody>
<tr>
<td>Cullen J. Rogers</td>
<td>$123,500</td>
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<tr>
<td>516 Sunset Drive</td>
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<tr>
<td>Marlin, Texas 76661</td>
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<th>Special Limited Partner</th>
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<th>Class A Limited Partner</th>
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</tbody>
</table>

*Paid-in Capital Contribution as of the date of this Schedule A. Future Installments of Capital Contribution are subject to adjustment and are due at the times and subject to the conditions set forth in the Agreement to which this Schedule is attached.
MANSFIELD RETIREMENT, LTD.

Schedule A

As of
August 1, 1993

<table>
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<th>Special Limited Partner</th>
<th>Capital Contribution</th>
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<td>ECTC 92, Inc.</td>
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<th>Class A Limited Partner</th>
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<td>Boston Capital Private Tax</td>
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<td>Partners, Inc.</td>
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<td></td>
<td>$67,526.40</td>
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<tr>
<th>Paid-In Capital Contribution*</th>
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<tbody>
<tr>
<td></td>
</tr>
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</table>

| Class B Partner                  | $123,680              |
|----------------------------------|                       |
| Boston Capital Private           |                       |
| Tax Credit Fund XXIV             |                       |
| Limited Partnership             |                       |
| c/o Boston Capital               |                       |
| Partners, Inc.                   |                       |
| 313 Congress Street              |                       |
| Boston, Massachusetts 02210-1232 |                       |
|                                 | $45,017.60            |

*Paid-in Capital Contribution as of the date of this Schedule A. Future Installments of Capital Contribution are subject to adjustment and are due at the times and subject to the conditions set forth in the Agreement to which this Schedule is attached.

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Exhibit B
The Estate of Cullen J. Rogers  
c/o Mr. John D. Rogers  
516 Sunset Drive  
Marlin, Texas 76661  

RE: Mansfield Retirement, Ltd.  
Request for Substitution of General Partner  

Dear Mr. Rogers:  

USDA Rural Development has received a request from Mr. Emanuel Glockzin, Jr. for authorization to substitute Pinnacle Homestead Management, Inc. as general partner of Mansfield Retirement, Ltd. in place of Mr. Cullen J. Rogers, deceased.  

The request cannot be approved for the following reasons:  

1) According to Secretary of State Records, Mansfield Retirement, Ltd. was cancelled as a limited partnership as of October 18, 2006. The Agency cannot approve substitution for a cancelled entity.  

2) Neither the current General partner nor the Estate of Cullen Rogers, deceased general partner, has signed any documents concurring in withdrawal of the general partner from the business.  

3) Documents do not include signature on behalf of the limited partner concurring in the proposed changes.  

4) Documents submitted for substitution of general partner were signed by Emanuel Glockzin on behalf of the borrower. The Agency has never recognized Emanuel Glockzin as the “successor general partner.” Section 7.5, Article VII, of the “Amended and Restated Agreement and Certificate of Limited Partnership”, dated August 1, 1993, makes provision for the successorship of Emanuel Glockzin, “subject to approval by Farmers Home Administration.” An Agency determination was made by the Housing Program Director on July 5, 2001, that Mr. Glockzin was not “in program compliance” at that time, and therefore could not be approved as successor general partner.
5) In accordance with Agency regulations, Pinnacle Homestead Management, Inc. would have to meet eligibility requirements for all applicants, including compliance of all properties in which it is involved. Pinnacle Homestead Management, Inc. does not meet regulatory requirements for admission into the partnership for the following reasons:

i) Pinnacle is the management agent for properties which are not in compliance with Agency regulatory requirements.

ii) Emanuel Glockzin is shown as a “Director” of Pinnacle Homestead Management, Inc., thus his compliance status from “ownership” is also identified with his Identity of Interest with Pinnacle Homestead Management, Inc.

iii) Emanuel Glockzin has an Identity of Interest with Pinnacle Homestead Management, Inc, as the husband of the President/Secretary/Treasurer of Pinnacle, Elaina Glockzin, thus the non-compliance status of properties, with which he is involved as owner, affect the eligibility of Pinnacle Homestead Management, Inc. as the proposed general partner.

iv) Elaina Glockzin, President of Pinnacle Homestead Management, Inc., as wife of Emanuel Glockzin, also has an affiliation with properties in which Emanuel Glockzin has an ownership interest, thus non-compliance status of properties in which Emanuel Glockzin has an ownership interest affect the eligibility of Pinnacle Homestead Management, Inc., in which she is a principal.

Based on the above analysis, the request for Substitution of Pinnacle Homestead Management, Inc. as general partner of Mansfield Retirement, Ltd., is denied. Check Number 2517 from Pinnacle Homestead Management, Inc., in the amount of $60.00 is returned to Pinnacle by copy of this letter.

If you believe our decision is incorrect, or the facts used in this case are in error, you may challenge the decision. Please see the attached document.

Sincerely,

[Signature]

ALLEN M. LAMBRIGHT
Area Director

Attachment

Cc: Pinnacle Homestead Management, Inc.
Emanuel Glockzin, Jr.
State Office, Housing Program Director
Mansfield Retirement, Ltd.
c/o Mr. Emanuel Glockzin
P.O. Box 3144
Bryan, Texas 77805

RE: Mansfield Retirement, Ltd., Mansfield Manor Apartments, Mansfield, Texas
Request for Subordination of Lien Agreement
Request to Prepay Loan

Dear Mr. Glockzin:

Your letter of May 3, 2012, requesting the Agency to execute a “Subordination of Lien Agreement” instrument for an oil, gas and mineral lease, dated November 7, 2007, and serving notice that you wish to prepay the Agency loan on the Mansfield Manor Apartment property has been received and reviewed. No action can be taken on your request at this time for the following reason:

According to Agency records, you have never been approved as Substitute General Partner of Mansfield Retirement, Ltd., and therefore, you would not have the authority to enter into a mineral lease on behalf of the entity, or to prepay the Agency loan.

According to the Limited Partnership Agreement, Article VII, Section 7.3, “if, following the withdrawal of a general partner, there is no remaining general partner, the investment limited partners and the special limited partner may elect to reconstitute the Partnership and continue the business of the Partnership for the balance of the term specified in Section 2.4 by selecting a successor general partner.” According to the Limited Partnership Agreement, Article VII, Section 7.5, in the event that the sole General Partner withdraws from the partnership and neither the Special Limited Partner nor the Investment Limited Partner or its designee becomes the successor General Partner, the “Investment Limited Partner and the Special Limited Partner hereby consent to Emanuel H. Glockzin, Jr. becoming the successor General Partner…” Article VII, Section 7.5 of the Limited Partnership Agreement goes on to state that “…Emanuel H. Glockzin, Jr. hereby agrees, subject only to the approval of FmHA, if required, to make a Capital Contribution of $100 to the Partnership and become the successor General Partner.”
hereunder.” You also signed a Consent and Agreement on Page 70 of the Limited Partnership Agreement stating that you agreed to be bound by Section 7.5.

Article VII, Section 7.5 of the Limited Partnership Agreement states that the General Partners agree that if the Sole General Partner withdraws, they will give prompt written notice thereof to FmHA. It also states, if “FmHA rejects the admission of Emanuel H. Glockzin, Jr as a General Partner, then Emanuel H. Glockzin, Jr. shall withdraw as a General Partner promptly after an additional General Partner acceptable to FmHA is admitted to the Partnership. Emanuel Glockzin, Jr. hereby agrees to use best efforts to obtain such an additional General Partner acceptable to FmHA.”

The Agency did not approve your request to assume the general partner interest, or the request to substitute Pinnacle Homestead Management, Inc., due to program compliance issues; however, according to records of the Texas Secretary of State, an Amended Certificate of Limited Partnership was filed for Mansfield Retirement, Ltd. on September 16, 2008, changing the General Partner of the corporation to Pinnacle Homestead Management, Inc. Mansfield Retirement, Ltd. does not currently have a General Partner approved by the Rural Housing Service (RHS), a successor agency of the FmHA, in accordance with Article VII, Section 7.5 of the Limited Partnership Agreement.

Please submit a request for substitution of the general partner interest by an eligible applicant to this office no later than August 25, 2012.

If you have questions related to this request, please contact Susan Stoneham, Assistant Area Director, at (972) 542-0081, Extension 113, or by e-mail at sue.stoneham@tx.usda.gov.

Sincerely,

Susan Stoneham

(for) ALLEN M. LAMBRIGHT
Area Director

Cc: Mr. John Dziadul, Director of Special Assets, Boston Capital
Mansfield Retirement, Ltd.
c/o Mr. Emanuel Glockzin
P.O. Box 3144
Bryan, Texas 77805

RE: Mansfield Retirement, Ltd., Mansfield Manor Apartments, Mansfield, Texas
Request for Subordination of Lien Agreement
Request to Prepay Loan

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According to the Limited Partnership Agreement, Article VII, Section 7.3, “if, following the withdrawal of a general partner, there is no remaining general partner, the investment limited partners and the special limited partner may elect to reconstitute the Partnership and continue the business of the Partnership for the balance of the term specified in Section 2.4 by selecting a successor general partner.” According to the Limited Partnership Agreement, Article VII, Section 7.5, in the event that the sole General Partner withdraws from the partnership and neither the Special Limited Partner nor the Investment Limited Partner or its designee becomes the successor General Partner, the “Investment Limited Partner and the Special Limited Partner hereby consent to Emanuel H. Glockzin, Jr. becoming the successor General Partner…” Article VII, Section 7.5 of the Limited Partnership Agreement goes on to state that “...Emanuel H. Glockzin, Jr. hereby agrees, subject only to the approval of FmHA, if required, to make a Capital Contribution of $100 to the Partnership and become the successor General Partner...
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Article VII, Section 7.5 of the Limited Partnership Agreement states that the General Partners agree that if the Sole General Partner withdraws, they will give prompt written notice thereof to FmHA. It also states, if “FmHA rejects the admission of Emanuel H. Glockzin, Jr. as a General Partner, then Emanuel H. Glockzin, Jr. shall withdraw as a General Partner promptly after an additional General Partner acceptable to FmHA is admitted to the Partnership. Emanuel Glockzin, Jr. hereby agrees to use best efforts to obtain such an additional General Partner acceptable to FmHA.”

The Agency did not approve your request to assume the general partner interest, or the request to substitute Pinnacle Homestead Management, Inc., due to program compliance issues; however, according to records of the Texas Secretary of State, an Amended Certificate of Limited Partnership was filed for Mansfield Retirement, Ltd. on September 16, 2008, changing the General Partner of the corporation to Pinnacle Homestead Management, Inc. Mansfield Retirement, Ltd. does not currently have a General Partner approved by the Rural Housing Service (RHS), a successor agency of the FmHA, in accordance with Article VII, Section 7.5 of the Limited Partnership Agreement.

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Sincerely,

Susan Stoneham

(for) ALLEN M. LAMBRIGHT
Area Director

Cc: Mr. John Dziadul, Director of Special Assets, Boston Capital
Exhibit C
## STATEMENT SUMMARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/2018</td>
<td>Beginning Balance</td>
<td>$23,194.31</td>
</tr>
<tr>
<td>05/31/2018</td>
<td>Accr Earning Pymt Added to Account</td>
<td>$4.92</td>
</tr>
<tr>
<td>05/31/2018</td>
<td>Deposits/Other Credits</td>
<td>$4.92</td>
</tr>
<tr>
<td></td>
<td>Checks/Other Debits</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## DEPOSITS/OTHER CREDITS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/31/2018</td>
<td>Accr Earning Pymt Added to Account</td>
<td>$4.92</td>
</tr>
</tbody>
</table>

## DAILY ENDING BALANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-01</td>
<td>$23,194.31</td>
</tr>
<tr>
<td>05-31</td>
<td>$23,199.23</td>
</tr>
</tbody>
</table>

## EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Paid This Period</td>
<td>$4.92</td>
<td></td>
</tr>
<tr>
<td>Annual Percentage Yield</td>
<td></td>
<td>0.25</td>
</tr>
<tr>
<td>Interest Paid YTD</td>
<td>$18.52</td>
<td>31</td>
</tr>
</tbody>
</table>
Exhibit D
May 3, 2012

Susan C. Stoneham
USDA Rural Development
1404 North McDonald, Ste. 300
McKinney, TX 75071

Re: Mansfield Plaza, Ltd. and Mansfield Retirement, Ltd.

Dear Ms. Stoneham,

Please find enclosed a Subordination of Lien Agreement for both Mansfield Plaza, Ltd. and Mansfield Retirement, Ltd. Please sign both agreements for execution and return as soon as possible. Also, I am requesting to prepay the USDA Loans for both properties.

Should you have any questions please feel free to contact me at (979) 846-8878 or emanuel@edgproperties.net. Thank you in advance for your prompt attention to this request.

Sincerely,

Emanuel H. Glockzin, Jr.
General Partner

Enclosure
July 30, 2013

Mansfield Retirement, Ltd.
Attn: General Partner
Mansfield Manor
511 South Main Street
Mansfield, TX 76063

Pinnacle Homestead Management, Inc.
dba Summit Homestead Management, Inc.
Attn: Emanual Glockzin
Elaina Glockzin
P.O. Box 3189
Bryan, TX 77805

USDA Rural Development
McKinney Area Office
2404 N. McDonald, Suite 300
McKinney, TX 75071

Estate of Cullen J. Rogers
P. O. Box 191
Martin, TX 76661

Angela M. Pogue, P.C.
Attn: Kimberly Clakley
8400 North Mopac, Suite 304
Austin, TX 78759

USDA Rural Development
State Office
Federal Building, Suite 102
101 South Main
Temple, TX 76501

Re: Mansfield Retirement, Ltd. (EIN: 74-2517280)
Notice of Abandonment of Limited Partner Interests of
Boston Capital Private Tax Credit Fund XXIII (EIN: 04-3136577)
and Boston Capital Private Tax Credit Fund XXIV
(EIN: 04-3158361)

To the Above Named Addressees:

On behalf of our clients, Boston Capital Private Tax Credit Fund XXIII and Boston Capital Private Tax Credit Fund XXIV (collectively, “Boston Capital”), the Investment Limited Partners in Mansfield Retirement, Ltd. (the “Partnership”), please take notice that Boston Capital hereby abandons all of its right, title and interest in and to the Partnership, effective August 1, 2013. From and after that date, Boston Capital intends to have no further dealings with the Partnership, and expects no further benefits from the Partnership. Please send the final tax returns and any related documents to Boston Capital at its address on file.
Thank you for your assistance with this.

Sincerely,

LeClairRyan, A Professional Corporation

By: ____________________________
    N. Pendleton Rogers, Vice President
Exhibit F
September 18, 2014

Mansfield Retirement, Ltd.
P.O. Box 191
Marlin, TX 76661

Mansfield Retirement, Ltd.:

We have prepared and enclosed your 2013 Partnership return for the year ended July 31, 2013.

This return has been prepared for electronic filing. If you wish to have it transmitted electronically to the IRS, please sign, date, and return Form 8879-PE to our office. We will then submit your electronic return to the IRS. Do not mail the paper copy of the return to the IRS.

No payment is required with this return when filed.

Attached are Schedules K-1 for all partners indicating their share of income, deductions and credits to be reported on their respective tax returns. These schedules should be immediately forwarded to each of the partners.

A copy of the return is enclosed for your files. We suggest that you retain this copy indefinitely.

Very truly yours,

[Signature]

Angela M. Pogue, P.C.
<table>
<thead>
<tr>
<th>Entity Name:</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANFIELD RETIREMENT, LTD.</td>
<td>2</td>
<td>-271.</td>
<td>2</td>
<td>2.</td>
<td>179.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>-16,106.</td>
<td>106.</td>
<td>71.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule K-1 Line/Item Description</td>
<td>17(A)</td>
<td>AMT - POST-1986 DEPRECIATION ADJUSTMENT</td>
<td>121</td>
<td>7,184.</td>
<td>4,798.</td>
<td>12,982.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>19(A)</td>
<td>DISTRIBUTIONS - CASE/MARKETABLE SECUR.</td>
<td>147,730.</td>
<td>3,802.</td>
<td>171,532.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CAPITAL ACCOUNTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
<th>Number</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRIBUTIONS</td>
<td>413,710.</td>
<td>281,538.</td>
<td>715,248.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CURRENT YEAR INCREASES (DECREASES)</td>
<td>-269.</td>
<td>-16,000.</td>
<td>-10,647.</td>
<td>-26,926.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WITHDRAWALS &amp; DISTRIBUTIONS</td>
<td>147,730.</td>
<td>3,802.</td>
<td>171,532.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>END OF YEAR</td>
<td></td>
<td></td>
<td></td>
<td>0.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MANSFIELD RETIREMENT, LTD.

Name of partnership

Employer identification number

74-2517280

Part I
Return Information (Whole dollars only)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gross receipts or sales less returns and allowances (Form 1065, line 1c)</td>
</tr>
<tr>
<td>2</td>
<td>Gross profit (Form 1065, line 3)</td>
</tr>
<tr>
<td>3</td>
<td>Ordinary business income (loss) (Form 1065, line 22)</td>
</tr>
<tr>
<td>4</td>
<td>Net rental real estate income (loss) (Form 1065, Schedule K, line 2)</td>
</tr>
<tr>
<td>5</td>
<td>Other net rental income (loss) (Form 1065, Schedule K, line 3c)</td>
</tr>
</tbody>
</table>

Part II
Declaration and Signature Authorization of General Partner or Limited Liability Company Member Manager (Be sure to get a copy of the partnership’s return)

Under penalties of perjury, I declare that I am a general partner or limited liability company member manager of the above partnership and that I have examined a copy of the partnership’s 2013 electronic return of partnership income and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the partnership’s electronic return of partnership income. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the partnership’s return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission and (b) the reason for any delay in processing the return. I have selected a personal identification number (PIN) as my signature for the partnership’s electronic return of partnership income.

General Partner or Limited Liability Company Member Manager’s PIN: check one box only

[ ] I authorize ANGELA M. POGUE, P.C. to enter my PIN 17280
do not enter all zeros

[ ] As a general partner or limited liability company member manager of the partnership, I will enter my PIN as my signature on the partnership’s 2013 electronically filed return of partnership income.

General partner or limited liability company member manager’s signature

Date 09/15/2014

Part III
Certification and Authentication

ERO’s EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

70112717221
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2013 electronically filed return of partnership income for the partnership indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO’s signature

Date September 15, 2014

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

LHA
**U.S. Return of Partnership Income**

**Form 1065**

For calendar year 2013, or tax year beginning **JAN 1, 2013**, ending **JUL 31, 2013**.

**Name of partnership**: MANSFIELD RETIREMENT, LTD.

**Employer Identification number**: 74-2517280

**Date business started**: 05/01/1994

**Business number**: 531110

**City or town, state or province, country, and ZIP or foreign postal code**: MARLIN, TX 76661

**Total assets**: $0.

---

**Income**

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Gross receipts or sales</td>
<td></td>
</tr>
<tr>
<td>1b</td>
<td>Returns and allowances</td>
<td></td>
</tr>
<tr>
<td>1c</td>
<td>Balance, Subtract line 1b from line 1a</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cost of goods sold (attach Form 1125-A)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Gross profit, Subtract line 2 from line 1c</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Net farm profit (loss) (attach Schedule F (Form 1040))</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Other income (loss) (attach statement)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Total Income (loss). Combine lines 3 through 7</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Salaries and wages (other than to partners) (less employment credits)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Guaranteed payments to partners</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Repairs and maintenance</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Bad debts</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Rent</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Taxes and licenses</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>16a</td>
<td>Depreciation (if required, attach Form 4562)</td>
<td></td>
</tr>
<tr>
<td>16b</td>
<td>Loss depreciation reported on Form 1125-A and elsewhere on return</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Depletion (Do not deduct oil and gas depletion.)</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Retirement plans, etc.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Employee benefit programs</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Other deductions (attach statement)</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Total deductions. Add the amounts shown in the far right column for lines 9 through 20</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Ordinary business income (loss). Subtract line 21 from the 6</td>
<td></td>
</tr>
</tbody>
</table>

---

**Sign Here**

Signatures of general partner or limited liability company member

**Preparer's signature**

**Date**: 09/16/2014

**PTIN**: P00838698

---

**Preparer**

**Firm's name**: ANGELA M. POGUE, CPA

**Firm's address**: 8400 N. MOPAC, SUITE 304

**Phone no.**: (512) 338-0044

---

For Paperwork Reduction Act Notice, see separate instructions. Form 1065 (2013)
1. What type of entity is filing this return? Check the applicable box:
   a. Domestic general partnership  [x] Domestic limited partnership
   c. Domestic limited liability company  d. Domestic limited liability partnership
   e. Foreign partnership  f. Other ▶

2. At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person? ▶

3. At the end of the tax year:
   a. Did any foreign or domestic partnership, corporation (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership ▶
   b. Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership ▶

4. At the end of the tax year, did the partnership:
   a. Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below ▶

<table>
<thead>
<tr>
<th>(I) Name of Corporation</th>
<th>(II) Employer Identification Number (if any)</th>
<th>(III) Country of Incorporation</th>
<th>(IV) Percentage Owned in Voting Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(6) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details ▶

6. Does the partnership satisfy all four of the following conditions?
   a. The partnership's total receipts for the tax year were less than $250,000.
   b. The partnership's total assets at the end of the tax year were less than $1 million.
   c. Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.
   d. The partnership is not filing and is not required to file Schedule M-3. If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on Form 1065; or Item L on Schedule K-1.

7. Is the partnership a publicly traded partnership as defined in section 469(j)(3)? ▶

8. During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? ▶

9. Has this partnership filed, or is it required to file, Form 8818, Material Advisor Disclosure Statement, to provide information on any reportable transaction? ▶

10. At any time during calendar year 2013, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR) (formerly TDF 90-22.1). If "Yes," enter the name of the foreign country. ▶
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See Instructions. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

12b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 743(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See Instructions. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

12c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See Instructions. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly-owned by the partnership throughout the tax year). 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property? 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See Instructions. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

17 Enter the number of Forms 8855, Return of U.S. Persons With Respect To Certain Foreign Partnerships, attached to this return. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18a Did you make any payments in 2013 that would require you to file Form(s) 1099? See Instructions. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

18b If "Yes," did you or will you file required Form(s) 1099? 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

20 Enter the number of partners that are foreign governments under section 892. 

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Designation of Tax Matters Partner (see instructions) 

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return: 

Name of designated TMP: CULLEN ROGERS 

Identifying number of TMP: 453-16-8273 

Address of designated TMP: P.O. BOX 191 MARLIN, TX 76661 

E-Filed 

Phone number of TMP: 

Form 1065 (2013)
<table>
<thead>
<tr>
<th>Schedule K</th>
<th>Partners' Distributive Share Items</th>
<th>Total amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ordinary business income (loss)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Net rental real estate income (loss)</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>a Other gross rental income (loss)</td>
<td>3a</td>
</tr>
<tr>
<td></td>
<td>b Expenses from other rental activities (attach statement)</td>
<td>3b</td>
</tr>
<tr>
<td>4</td>
<td>Guaranteed payments</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Interest Income</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Dividends:</td>
<td>6a</td>
</tr>
<tr>
<td></td>
<td>a Ordinary dividends</td>
<td>6a</td>
</tr>
<tr>
<td></td>
<td>b Qualified dividends</td>
<td>6b</td>
</tr>
<tr>
<td>7</td>
<td>Royalties</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>Net short-term capital gain (loss) (attach Schedule D (Form 1065))</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>a Net long-term capital gain (loss) (attach Schedule D (Form 1065))</td>
<td>9a</td>
</tr>
<tr>
<td></td>
<td>b Collectibles (28%) gain (loss)</td>
<td>9b</td>
</tr>
<tr>
<td></td>
<td>c Unrecaptured section 1250 gain (attach statement)</td>
<td>9c</td>
</tr>
<tr>
<td>10</td>
<td>Net section 1231 gain (loss) (attach Form 4797)</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>Other income (loss) (see instructions) Type</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>Section 179 deduction (attach Form 4562)</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>a Contributions</td>
<td>13a</td>
</tr>
<tr>
<td></td>
<td>b Investment interest expense</td>
<td>13b</td>
</tr>
<tr>
<td></td>
<td>c Section 59(e)(2) expenditures: (1) Type</td>
<td>13a(1)</td>
</tr>
<tr>
<td></td>
<td>d Other deductions (see instructions) Type</td>
<td>13a(2)</td>
</tr>
<tr>
<td>14</td>
<td>a Net earnings (loss) from self-employment</td>
<td>14a</td>
</tr>
<tr>
<td></td>
<td>b Gross farming or fishing income</td>
<td>14b</td>
</tr>
<tr>
<td></td>
<td>c Gross nonfarm income</td>
<td>14c</td>
</tr>
<tr>
<td>15</td>
<td>a Low-income housing credit (section 42f)(5))</td>
<td>15a</td>
</tr>
<tr>
<td></td>
<td>b Low-income housing credit (other)</td>
<td>15b</td>
</tr>
<tr>
<td></td>
<td>c Qualified rehabilitation expenditures (rental real estate) (attach Form 4268)</td>
<td>15c</td>
</tr>
<tr>
<td></td>
<td>d Other rental real estate credits (see Instructions) Type</td>
<td>15d</td>
</tr>
<tr>
<td></td>
<td>e Other rental credits (see instructions) Type</td>
<td>15e</td>
</tr>
<tr>
<td></td>
<td>f Other credits (see instructions) Type</td>
<td>15f</td>
</tr>
<tr>
<td>16</td>
<td>a Name of country or U.S. possession</td>
<td>16a</td>
</tr>
<tr>
<td></td>
<td>b Gross income from all sources</td>
<td>16b</td>
</tr>
<tr>
<td></td>
<td>c Gross income sourced at partner level</td>
<td>16c</td>
</tr>
<tr>
<td></td>
<td>d Foreign gross income sourced at partnership level</td>
<td>16d</td>
</tr>
<tr>
<td></td>
<td>e General category</td>
<td>16e</td>
</tr>
<tr>
<td></td>
<td>f Other</td>
<td>16f</td>
</tr>
<tr>
<td>17</td>
<td>a Post-1986 depreciation adjustment</td>
<td>17a</td>
</tr>
<tr>
<td></td>
<td>b Adjusted gain or loss</td>
<td>17b</td>
</tr>
<tr>
<td></td>
<td>c Depreciation (other than oil and gas)</td>
<td>17c</td>
</tr>
<tr>
<td></td>
<td>d Oil, gas, and geothermal properties - gross income</td>
<td>17d</td>
</tr>
<tr>
<td></td>
<td>e Oil, gas, and geothermal properties - deductions</td>
<td>17e</td>
</tr>
<tr>
<td></td>
<td>f Other AMT items (attach statement)</td>
<td>17f</td>
</tr>
<tr>
<td>18</td>
<td>a Tax-exempt interest income</td>
<td>18a</td>
</tr>
<tr>
<td></td>
<td>b Other tax-exempt income</td>
<td>18b</td>
</tr>
<tr>
<td></td>
<td>c Nondeductible expenses</td>
<td>18c</td>
</tr>
<tr>
<td>19</td>
<td>a Distributions of cash and marketable securities</td>
<td>19a</td>
</tr>
<tr>
<td></td>
<td>b Distributions of other property</td>
<td>19b</td>
</tr>
<tr>
<td>20</td>
<td>a Investment income</td>
<td>20a</td>
</tr>
<tr>
<td></td>
<td>b Investment expenses</td>
<td>20b</td>
</tr>
<tr>
<td></td>
<td>c Other items and amounts (attach statement)</td>
<td>20c</td>
</tr>
</tbody>
</table>

Form 1065 (2013)
## Analysis of Net Income (Loss)

Net income (loss) combines Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d and 161. 

### Analysis by Partner Type

<table>
<thead>
<tr>
<th>Partner Type</th>
<th>(i) Corporate</th>
<th>(ii) Individual (Active)</th>
<th>(iii) Individual (Passive)</th>
<th>(iv) Partnership</th>
<th>(v) Exempt Organization</th>
<th>(vi) Nominee/Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>a General Partners</td>
<td></td>
<td>-269.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b Limited Partners</td>
<td></td>
<td></td>
<td>-26,667</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Schedule L - Balance Sheets per Books

<table>
<thead>
<tr>
<th>Assets</th>
<th>Beginning of tax year</th>
<th>End of tax year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>925</td>
<td>166,382</td>
</tr>
<tr>
<td></td>
<td>1,921,495</td>
<td>604,095</td>
</tr>
<tr>
<td></td>
<td>1,317,400</td>
<td></td>
</tr>
<tr>
<td>Liabilities and Capital</td>
<td>891,402</td>
<td>0.</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>4,361</td>
<td>0.</td>
</tr>
<tr>
<td>Mortgage, notes, bonds payable in less than 1 year</td>
<td>1,391,875</td>
<td>0.</td>
</tr>
<tr>
<td>Other liabilities (attach statement)</td>
<td>11,946</td>
<td>0.</td>
</tr>
<tr>
<td>Partners' capital accounts</td>
<td>-516,780</td>
<td>0.</td>
</tr>
<tr>
<td>Total liabilities and capital</td>
<td>891,402</td>
<td>0.</td>
</tr>
</tbody>
</table>

## Schedule M-1 - Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1. Net income (loss) per books: -26,936.
2. Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 6b, 9a, 10, and 11, not recorded on books this year (Itemize): Tax-exempt interest $.
3. Guaranteed payments (other than health insurance) (Itemize):
4. Expenses recorded on books this year not included on Schedule K, lines 1 through 13d and 161 (Itemize):
   a. Depreciation $.
   b. Travel and entertainment $.
5. Add lines 1 through 4: -26,936.
6. Income recorded on books this year not included on Schedule K, lines 1 through 11 (Itemize):
   a. Tax-exempt interest $.
7. Deductions included on Schedule K, lines 1 through 13d and 161, not charged against book income this year (Itemize):
   a. Depreciation $.
8. Add lines 6 and 7: 0.

## Schedule M-2 - Analysis of Partners' Capital Accounts

STMT 3

<table>
<thead>
<tr>
<th>Analysis</th>
<th>STMT 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at beginning of year</td>
<td>-516,780.</td>
</tr>
<tr>
<td></td>
<td>171,532.</td>
</tr>
<tr>
<td>Net income (loss) per books</td>
<td>-26,936.</td>
</tr>
<tr>
<td>Other increases (Itemize):</td>
<td>0.</td>
</tr>
<tr>
<td>Balance at end of year; Subtract line 6 from line 5:</td>
<td>171,532.</td>
</tr>
</tbody>
</table>
### Rental Real Estate Income and Expenses of a Partnership or an S Corporation

**Name:** MANSFIELD RETIREMENT, LTD.  
**Employer Identification number:** 74: 2517280

#### Physical address of each property - street, city, state, ZIP code
<table>
<thead>
<tr>
<th>Property</th>
<th>Type</th>
<th>For Rental Days</th>
<th>Personal Use Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>A511 SOUTHW MAIN MANSFIELD, TX 20956</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Properties

<table>
<thead>
<tr>
<th>Rental Real Estate Income</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Gross rents</td>
<td>2</td>
<td>199,515</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Advertising</td>
<td>3</td>
<td>634</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Auto and travel</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Cleaning and maintenance</td>
<td>5</td>
<td>14,952</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Commissions</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Insurance</td>
<td>7</td>
<td>7,012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Legal and other professional fees</td>
<td>8</td>
<td>426</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 Interest</td>
<td>9</td>
<td>60,667</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 Repairs</td>
<td>10</td>
<td>15,275</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 Taxes</td>
<td>11</td>
<td>9,908</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Utilities</td>
<td>12</td>
<td>19,317</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 Wages and salaries</td>
<td>13</td>
<td>13,905</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 Depreciation (see instructions)</td>
<td>14</td>
<td>40,239</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 Other (list) STMT 7</td>
<td>15</td>
<td>44,295</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 16 Total expenses for each property. Add lines 3 through 15 | 16 | 226,630 | | |
| 17 Income (L)oss from each property. Subtract line 16 from line 2 | 17 | -27,115 | | |

18a Total gross rents. Add gross rents from line 2, columns A through H

18b Total expenses. Add total expenses from line 16, columns A through H

19 Net gain (loss) from Form 4797, Part III, line 17, from the disposition of property from rental real estate activities

20a Net income (loss) from rental real estate activities from partnerships, estates, or trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)

20b Identity below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:

(1) Name  
(2) Employer Identification number

21 Net rental real estate income (loss). Combine lines 18a through 20a. Enter the result here and on:

- Form 1065 or 1120S: Schedule K, line 2, or
- Form 1065-B: Part I, line 4

**Form 8825 (12-2010)**

```
18470915 000074 E_MANSRET  2013.04021 MANSFIELD RETIREMENT, LTD.  25806105
```
1. Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.

<table>
<thead>
<tr>
<th>Physical address of each property - street, city, state, ZIP code</th>
<th>Type - Enter code 1-6; see below for list</th>
<th>Fair Rental Days</th>
<th>Personal Use Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Restal Real Estate Income

<table>
<thead>
<tr>
<th>Gross rental</th>
<th></th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Real Estate Expenses</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Advertising</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Auto and travel</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Cleaning and maintenance</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Commissions</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>Legal and other professional fees</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Repairs</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>Wages and salaries</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Depreciation (see instructions)</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>Other (list)</td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>

16. Total expenses for each property.

Add lines 3 through 15

17. Income or (Loss) from each property.

Subtract line 16 from line 2

Allowable Codes for Type of Property

1. Single Family Residence
2. Multi-Family Residence
3. Vacation or Short-Term Rental
4. Commercial
5. Land
6. Royalties
7. Self-Rental
8. Other (include description with the code on Form 8825 or on a separate statement)

JWA
MANSFIELD RETIREMENT, LTD.

**Part I  Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

<table>
<thead>
<tr>
<th>(i) Name of Entity</th>
<th>(ii) Employer Identification Number (if any)</th>
<th>(iii) Type of Entity</th>
<th>(iv) Country of Organization</th>
<th>(v) Maximum Percentage Owned in Profit, Loss, or Capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOSTON CAPITAL TAX CREDIT FUND XXIII</td>
<td>04-3136577</td>
<td>PARTNERSHIP</td>
<td>UNITED STATES</td>
<td>59.40</td>
</tr>
</tbody>
</table>

**Part II  Individuals or Estates Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

<table>
<thead>
<tr>
<th>(i) Name of Individual or Estate</th>
<th>(ii) Identifying Number (if any)</th>
<th>(iii) Country of Citizenship (see instructions)</th>
<th>(iv) Maximum Percentage Owned in Profit, Loss, or Capital</th>
</tr>
</thead>
</table>

LHA For Paperwork Reduction Act Notice, see the instructions for Form 1065.
<table>
<thead>
<tr>
<th>Asset No.</th>
<th>Description</th>
<th>Date Acquired</th>
<th>Method</th>
<th>Life</th>
<th>Life Exp.</th>
<th>Unadjusted Cost or Basis</th>
<th>Res % Excl</th>
<th>Reduction for Depreciation</th>
<th>Basis for Depreciation</th>
<th>Accumulated Depreciation</th>
<th>Current Sec 179</th>
<th>Current Year Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LAND</td>
<td>0501944L</td>
<td></td>
<td></td>
<td></td>
<td>120,000.</td>
<td></td>
<td>120,000.</td>
<td>120,000.</td>
<td></td>
<td></td>
<td>0.</td>
</tr>
<tr>
<td>2</td>
<td>BUILDING</td>
<td>0501944SL</td>
<td>27.50</td>
<td>17</td>
<td></td>
<td>1628643.</td>
<td></td>
<td></td>
<td>1628643.</td>
<td>1103028.</td>
<td></td>
<td>34,547</td>
</tr>
<tr>
<td>3</td>
<td>GUTTERS</td>
<td>110194200DB7.00</td>
<td>17</td>
<td></td>
<td></td>
<td>485.</td>
<td></td>
<td></td>
<td>485.</td>
<td>485.</td>
<td></td>
<td>0.</td>
</tr>
<tr>
<td>4</td>
<td>CHAIN LINK FENCE</td>
<td>110194200DB7.00</td>
<td>17</td>
<td></td>
<td></td>
<td>647.</td>
<td></td>
<td></td>
<td>647.</td>
<td>647.</td>
<td></td>
<td>0.</td>
</tr>
<tr>
<td>5</td>
<td>ORIGINAL EQUIPMENT</td>
<td>050194200DB7.00</td>
<td>17</td>
<td></td>
<td></td>
<td>42,000.</td>
<td></td>
<td></td>
<td>42,000.</td>
<td>42,000.</td>
<td></td>
<td>0.</td>
</tr>
<tr>
<td>6</td>
<td>DEVELOPMENT FEE</td>
<td>0501944SL</td>
<td>27.50</td>
<td>17</td>
<td></td>
<td>236,400.</td>
<td></td>
<td></td>
<td>236,400.</td>
<td>160,101.</td>
<td></td>
<td>5,014</td>
</tr>
<tr>
<td>7</td>
<td>WOOD FENCE</td>
<td>120107200DB7.00</td>
<td>17</td>
<td></td>
<td></td>
<td>13,320.</td>
<td></td>
<td></td>
<td>13,320.</td>
<td>11,139.</td>
<td></td>
<td>678.</td>
</tr>
</tbody>
</table>

* TOTAL RENTAL DEPRECIATION 2041495. |

(0) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction

8.1
<table>
<thead>
<tr>
<th>Name of partnership</th>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANSFIELD RETIREMENT, LTD.</td>
<td>74-2517280</td>
</tr>
</tbody>
</table>

1. Additions to AMTI:
   a. Depreciation recomputed for AMT purposes ............................................ 28,144.
   b. Tax-exempt interest income ...........................................................................
   c. Amortization of organizational expenditures ...................................................
   d. Depletion for post-1989 properties .................................................................
   e. Intangible drilling costs deducted from AMTI ....................................................
   f. Total additions to AMTI ...................................................................................... 28,144.

2. Deductions:
   a. Depreciation recomputed for ACE purposes .................................................... 28,144.
   b. Depletion recomputed for ACE purposes ...........................................................
   c. ACE Intangible drilling costs ..............................................................................
   d. Total deductions .................................................................................................. 28,144.

3. Other adjustments:
   a. Basis adjustments from sales or exchanges ......................................................
   b. Other adjustments ..............................................................................................
   c. Total other adjustments ....................................................................................

4. Total adjustments to AMTI for ACE calculation. Combine lines f, 2d and 3c ........... 0.
## SCHEDULE K
**Net Income (Loss) from Rental Real Estate**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Family Residence</td>
<td>-27,115</td>
</tr>
<tr>
<td>Total to Schedule K, Line 2</td>
<td>-27,115</td>
</tr>
</tbody>
</table>

## SCHEDULE K
**Interest Income**

<table>
<thead>
<tr>
<th>Description</th>
<th>U.S. Bonds</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Income</td>
<td></td>
<td>179.</td>
</tr>
<tr>
<td>Total to Schedule K, Line 5</td>
<td></td>
<td>179.</td>
</tr>
</tbody>
</table>

## SCHEDULE M-2
**Distributions**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transferred Capital</td>
<td>167,692.</td>
</tr>
<tr>
<td>Cash Withdrawals</td>
<td>3,840.</td>
</tr>
<tr>
<td>Total to Schedule M-2, Line 6A</td>
<td>171,532.</td>
</tr>
</tbody>
</table>

## SCHEDULE L
**Other Liabilities**

<table>
<thead>
<tr>
<th>Description</th>
<th>Beginning of Tax Year</th>
<th>End of Tax Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposit Liability</td>
<td>11,946.</td>
<td>0.</td>
</tr>
<tr>
<td>Total to Schedule L</td>
<td>11,946.</td>
<td>0.</td>
</tr>
<tr>
<td>PARTNER NUMBER</td>
<td>BEGINNING CAPITAL</td>
<td>CAPITAL CONTRIBUTED</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>1</td>
<td>167,999.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>-413,908.</td>
<td>433,710.</td>
</tr>
<tr>
<td>3</td>
<td>-270,871.</td>
<td>281,538.</td>
</tr>
<tr>
<td>TOTAL</td>
<td>-516,780.</td>
<td>715,248.</td>
</tr>
</tbody>
</table>
## Schedule M-2 Contributions

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transferred Capital</td>
<td>715,248.</td>
</tr>
<tr>
<td>Total to Schedule M-2, Line 2</td>
<td>715,248.</td>
</tr>
</tbody>
</table>

### Other Rental Expenses

<table>
<thead>
<tr>
<th>Property:</th>
<th>Statement 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Family Residence</td>
<td></td>
</tr>
<tr>
<td>Location: 511 South Main, Mansfield, TX 20956</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit Fee</td>
<td>3,300.</td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>3,695.</td>
</tr>
<tr>
<td>Management Fees</td>
<td>18,095.</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>631.</td>
</tr>
<tr>
<td>Telephone</td>
<td>835.</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>137.</td>
</tr>
<tr>
<td>Overage</td>
<td>3,760.</td>
</tr>
<tr>
<td>Tenant Utility Payments</td>
<td>282.</td>
</tr>
<tr>
<td>Non Operating Project Expense</td>
<td>13,560.</td>
</tr>
<tr>
<td>Total to Rental Schedule, Line 15</td>
<td>44,295.</td>
</tr>
</tbody>
</table>

### Gross Rental Income

<table>
<thead>
<tr>
<th>Property:</th>
<th>Statement 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Family Residence</td>
<td></td>
</tr>
<tr>
<td>Location: 511 South Main, Mansfield, TX 20956</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Rental Income</td>
<td>93,009.</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>60,888.</td>
</tr>
<tr>
<td>Late Charges</td>
<td>175.</td>
</tr>
<tr>
<td>Interest Subsidy</td>
<td>45,049.</td>
</tr>
<tr>
<td>Security Deposit Forfeiture</td>
<td>394.</td>
</tr>
<tr>
<td>Total to Rental Schedule, Line 2</td>
<td>199,515.</td>
</tr>
<tr>
<td>Asset</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
</tr>
<tr>
<td>2</td>
<td>BUILDING</td>
</tr>
<tr>
<td>0</td>
<td>DEVELOPMENT FEE</td>
</tr>
<tr>
<td>7</td>
<td>WOOD FENCE</td>
</tr>
<tr>
<td></td>
<td>TOTALS</td>
</tr>
<tr>
<td></td>
<td>NACKS AMT ADJUSTMENT</td>
</tr>
</tbody>
</table>

11.1
**Part I Information About the Partnership**

- Partnership's employer identification number: 74-2517280
- Partnership's name, address, city, state, and ZIP code:
  - MANSFIELD RETIREMENT, LTD.
  - P.O. BOX 191
  - MARLIN, TX 76661
- IRS Center where partnership filed return: E-FILE
- Check if this is a publicly traded partnership (PTP): 

**Part II Information About the Partner**

- Partner's identifying number: 453-16-8273
- Partner's name, address, city, state, and ZIP code:
  - CULLEN ROGERS
  - P.O. BOX 191
  - MARLIN, TX 76661
- General partner or LLC member-manager: 
- Limited partner or other LLC member:
- Foreign partner: 
- What type of entity is this partner? INDIVIDUAL
- If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here: 
- Partner's share of profit, loss, and capital:
  - **Beginning**
    - Profit: 1.00000000%
    - Loss: 1.00000000%
    - Capital: 1.00000000%
  - **Ending**
    - Profit: 1.00000000%
    - Loss: 1.00000000%
    - Capital: 0.00000000%
- Partner's share of liabilities at year end:
  - Nonrecourse: 
  - Qualified nonrecourse financing: 
  - Recourse: 
  - 

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Ordinary business income (loss)</td>
<td>0.00</td>
</tr>
<tr>
<td>2 Net rental real estate income (loss)</td>
<td>-271</td>
</tr>
<tr>
<td>3 Other net rental income (loss)</td>
<td></td>
</tr>
<tr>
<td>4 Guaranteed payments</td>
<td></td>
</tr>
<tr>
<td>5 Interest income</td>
<td>2.00</td>
</tr>
<tr>
<td>6a Ordinary dividends</td>
<td></td>
</tr>
<tr>
<td>6b Qualified dividends</td>
<td>A 121</td>
</tr>
<tr>
<td>7 Royalties</td>
<td></td>
</tr>
<tr>
<td>8 Net short-term capital gain (loss)</td>
<td></td>
</tr>
<tr>
<td>9a Net long-term capital gain (loss)</td>
<td></td>
</tr>
<tr>
<td>9b Collectibles (26%) gain (loss)</td>
<td>A 167,730</td>
</tr>
<tr>
<td>9c Unrecaptured sec 1250 gain</td>
<td></td>
</tr>
<tr>
<td>10 Net section 1231 gain (loss)</td>
<td>A 2.00</td>
</tr>
<tr>
<td>11 Other Income (loss)</td>
<td></td>
</tr>
<tr>
<td>12 Section 179 deduction</td>
<td></td>
</tr>
<tr>
<td>13 Other deductions</td>
<td></td>
</tr>
<tr>
<td>14 Self-employment earnings (loss)</td>
<td></td>
</tr>
</tbody>
</table>

*See attached statement for additional information.*
**SCHEDULE K-1  CURRENT YEAR INCREASES (DECREASES)**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>RENTAL REAL ESTATE INCOME (LOSS)</td>
<td>-271.</td>
<td></td>
</tr>
<tr>
<td>INTEREST INCOME</td>
<td>2.</td>
<td></td>
</tr>
<tr>
<td><strong>SCHEDULE K-1 INCOME SUBTOTAL</strong></td>
<td></td>
<td>-269.</td>
</tr>
<tr>
<td>NET INCOME (LOSS) PER SCHEDULE K-1</td>
<td></td>
<td>-269.</td>
</tr>
<tr>
<td>TOTAL TO SCHEDULE K-1, ITEM L</td>
<td></td>
<td>-269.</td>
</tr>
</tbody>
</table>

**SCHEDULE K-1  WITHDRAWALS AND DISTRIBUTIONS**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH DISTRIBUTION</td>
<td>38.</td>
</tr>
<tr>
<td>TRANSFERRED CAPITAL</td>
<td>167,692.</td>
</tr>
<tr>
<td>TOTAL TO SCHEDULE K-1, ITEM L, WITHDRAWALS AND DISTRIBUTIONS</td>
<td>167,730.</td>
</tr>
</tbody>
</table>
## Schedule of Activities

For calendar year 2013, or tax year beginning **JAN 1**, 2013, and ending **JUL 31**, 2013.

**Name:** MANSFIELD RETIREMENT, LTD.  
**For:** CULLEN ROGERS  
**I.D. Number:** 74-2517280  
**TIN:** 453-16-8273

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Description of Activity</th>
<th>Activity Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ordinary business income (loss)</td>
<td>1031 (Disposal)</td>
<td>Publicly Traded Partnership</td>
</tr>
<tr>
<td>2</td>
<td>Net rental real estate income (loss)</td>
<td>1042(T)</td>
<td>Multi-Family Residence</td>
</tr>
<tr>
<td>3</td>
<td>Other net rental income (loss)</td>
<td>1042(T)</td>
<td>Multi-Family Residence</td>
</tr>
<tr>
<td>4</td>
<td>Interest income</td>
<td>721</td>
<td>Multi-Family Residence</td>
</tr>
<tr>
<td>5</td>
<td>Dividends - Ordinary dividends</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>- Qualified dividends</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Royalties</td>
<td>721</td>
<td>Multi-Family Residence</td>
</tr>
<tr>
<td>8</td>
<td>Net short-term capital gain (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Net long-term capital gain (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>- Capital gains (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>- Unrecaptured Section 1250 gain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Net section 1231 gain (loss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Other portfolio income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Section 1256 contracts and straddles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Other income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Section 179 deduction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Charitable contributions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Portfolio deductions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Investment Interest expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Section 59(e)(2) expenditures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Other deductions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Net earnings from self-employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Gross farming or fishing income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Gross nonfarm income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>LIH credit - Section 42(j)(5) partnerships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>- Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Qualified rehabilitation expenditures related to rental real estate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Other rental credits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Credits related to other rental activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Recapture of LIH credit - Section 42(j)(5) partnerships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>- Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Other credits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Post-1986 depreciation adjustment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Adjusted gain or loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Portion of adjusted gain/loss allocable to short-term gain/loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Portion of adjusted gain/loss allocable to long-term gain/loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Portion of adjusted gain/loss allocable to section 1231 gain/loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Depletion (other than oil and gas)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Oil, gas and geothermal properties - gross income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Oil, gas and geothermal properties - deductions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Other AMT items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Investment Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Investment expenses</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 1 - Single Family Residence  
* 2 - Multi-Family Residence  
* 3 - Vacation or Short-Term Rental  
* 4 - Commercial  
* 5 - Land  
* 6 - Royalties  
* 7 - Self-Rental  
* 8 - Other
**Part I Information About the Partnership**

A Partnership's employer identification number
74-2517280

B Partnership's name, address, city, state, and ZIP code
MANSFIELD RETIREMENT, LTD.
P.O. BOX 191
MARLIN, TX 76661

G IRS Center where partnership filed return
E-FILE

D ☐ Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

E Partner's identifying number
04-3136577

F Partner's name, address, city, state, and ZIP code
BOSTON CAPITAL TAX CREDIT FUND XXIII
CLASS A
ONE BOSTON PLACE, SUITE 2100
BOSTON, MA 02108-4406

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? PARTNERSHIP

I2 If this partner is a retirement plan (IRA/SEP/Keebler/etc.), check here ☐

J Partner's share of profit, loss, and capital:

<table>
<thead>
<tr>
<th></th>
<th>Beginning</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit</td>
<td>59.4000000%</td>
<td>59.4000000%</td>
</tr>
<tr>
<td>Loss</td>
<td>59.4000000%</td>
<td>59.4000000%</td>
</tr>
<tr>
<td>Capital</td>
<td>59.4000000%</td>
<td>0.0000000%</td>
</tr>
</tbody>
</table>

K Partner's share of liabilities at year end:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non recourse</td>
<td></td>
</tr>
<tr>
<td>Qualified non recourse financing</td>
<td></td>
</tr>
<tr>
<td>Recourse</td>
<td>0.0000000</td>
</tr>
</tbody>
</table>

L Partner's capital account analysis:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning capital account</td>
<td>$ -413,908</td>
</tr>
<tr>
<td>Capital contributed during the year</td>
<td>$ 433,710</td>
</tr>
<tr>
<td>Current year increase (decrease)</td>
<td>$ -16,000</td>
</tr>
<tr>
<td>Withdrawals &amp; distributions</td>
<td>$ -3,802</td>
</tr>
<tr>
<td>Ending capital account</td>
<td>$ 0.0000000</td>
</tr>
</tbody>
</table>

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

For IRS use only

---

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinary business income (loss)</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Net rental real estate income (loss)</td>
<td>-16,106.0</td>
</tr>
<tr>
<td>Other net rental income (loss)</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Guaranteed payments</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>106.0000000</td>
</tr>
<tr>
<td>Ordinary dividends</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Alternative min tax (AMT) items</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Qualified dividends</td>
<td>A.0000000</td>
</tr>
<tr>
<td>Tax-exempt income and nontradeable expenses</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Net short-term capital gain (loss)</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Net long-term capital gain (loss)</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Collectibles (28%) gain (loss)</td>
<td>3,802.00000</td>
</tr>
<tr>
<td>Unrecaptured sec 1250 gain</td>
<td>0.0000000</td>
</tr>
<tr>
<td>Net section 1231 gain (loss)</td>
<td>A.0000000</td>
</tr>
<tr>
<td>Other Income (loss)</td>
<td>106.0000000</td>
</tr>
</tbody>
</table>

*See attached statement for additional information.*
### SCHEDULE K-1
#### CAPITAL CONTRIBUTED DURING THE YEAR

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSFERRED CAPITAL</td>
<td>433,710.</td>
</tr>
<tr>
<td>TOTAL TO SCHEDULE K-1, ITEM L, CAPITAL CONTRIBUTED</td>
<td>433,710.</td>
</tr>
</tbody>
</table>

### SCHEDULE K-1
#### CURRENT YEAR INCREASES (DECREASES)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>RENTAL REAL ESTATE INCOME (LOSS)</td>
<td>-16,106.</td>
<td>-16,000.</td>
</tr>
<tr>
<td>INTEREST INCOME</td>
<td>106.</td>
<td></td>
</tr>
<tr>
<td>SCHEDULE K-1 INCOME SUBTOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET INCOME (LOSS) PER SCHEDULE K-1</td>
<td></td>
<td>-16,000.</td>
</tr>
<tr>
<td>TOTAL TO SCHEDULE K-1, ITEM L</td>
<td></td>
<td>-16,000.</td>
</tr>
</tbody>
</table>
## Schedule of Activities

For calendar year 2013, or tax year beginning **JAN 1** 2013, and ending **JUL 31** 2013.

**Name:** MANSFIELD RETIREMENT, LTD.  
**I.D. Number:** 74-2517280

**Firm:** BOSTON CAPITAL TAX CREDIT FUND XXIII  
**State Code:** 04-3136577

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Activity Number</th>
<th>Total Adjusted</th>
<th>Publicity-Taxed Partnership</th>
<th>Type Code *</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ordinary business income (loss)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net rental real estate income (loss)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other rental income (loss)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dividends - Ordinary dividends</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Qualified dividends</td>
<td></td>
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<tr>
<td>Royalties</td>
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<tr>
<td>Net short-term capital gain (loss)</td>
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<tr>
<td>Net long-term capital gain (loss)</td>
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<tr>
<td>- Collectibles (28%) gain (loss)</td>
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<tr>
<td>- Unrecaptured Section 1250 gain</td>
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<tr>
<td>Net section 1231 gain (loss)</td>
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<tr>
<td>Other portfolio income</td>
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<tr>
<td>Section 1256 contracts and straddles</td>
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<td>Other income</td>
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<tr>
<td>Section 179 deduction</td>
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<tr>
<td>Charitable contributions</td>
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<tr>
<td>Portfolio deductions</td>
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<tr>
<td>Investment Interest expense</td>
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<tr>
<td>Section 59(e)(2) expenditures</td>
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<tr>
<td>Other deductions</td>
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<tr>
<td>Net earnings from self-employment</td>
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<tr>
<td>Gross farming or fishing income</td>
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<tr>
<td>Gross nonfarm income</td>
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<tr>
<td>LIH credit - Section 42(j)(5) partnerships</td>
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<tr>
<td>- Other</td>
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<tr>
<td>Qualified rehabilitation expenditures related to rental real estate</td>
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<tr>
<td>Other rental credits</td>
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<tr>
<td>Credits related to other rental activities</td>
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<tr>
<td>Recapture of LIH credit - Section 42(j)(5) partnerships</td>
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<tr>
<td>- Other</td>
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<tr>
<td>Other credits</td>
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<tr>
<td>Post-1986 depreciation adjustment</td>
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<tr>
<td>Adjusted gain or loss</td>
<td></td>
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<tr>
<td>Portion of adjusted gain/loss allocable to short-term gain/loss</td>
<td></td>
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<tr>
<td>Portion of adjusted gain/loss allocable to long-term gain/loss</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Portion of adjusted gain/loss allocable to section 1231 gain/loss</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depletion (other than oil and gas)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Oil, gas and geothermal properties - gross income</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Oil, gas and geothermal properties - deductions</td>
<td></td>
<td></td>
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<tr>
<td>Other AMT Items</td>
<td></td>
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<tr>
<td>Investment Income</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Investment expenses</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* 1 - Single Family Residence 5 - Land
2 - Multi-Family Residence 6 - Royalties
3 - Vacation or Short-Term Rental 7 - Self-Rental
4 - Commercial 8 - Other

18470915 000074 E_MANSRET  2013.04021 MANSFIELD RETIREMENT, LTD. 25806105
Part I  Information About the Partnership

A Partnership’s employer identification number
74-2517280

B Partnership’s name, address, city, state, and ZIP code
MANSFIELD RETIREMENT, LTD.
P.O. BOX 191
MARLIN, TX 76661

C IRS Center where partnership filed return
E-FILE

D  [ ] Check if this is a publicly traded partnership (PTP)

Part II  Information About the Partner

E  Partner’s identifying number
04-3158361

F  Partner’s name, address, city, state, and ZIP code
BOSTON CAPITAL TAX CREDIT FUND XXIV
CLASS B
ONE BOSTON PLACE, SUITE 2100
BOSTON, MA 02108-4406

G  [X] General partner or LLC limited partner or other LLC member
member

H  [X] Domestic partner  [ ] Foreign partner

I  What type of entity is this partner?  PARTNERSHIP

J  If this partner is a retirement plan (IRA/401K/Keogh/etc.), check here

K  Partner’s share of profit, loss, and capital:

<table>
<thead>
<tr>
<th></th>
<th>Beginning</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit</td>
<td>39,600,000%</td>
<td>39,600,000%</td>
</tr>
<tr>
<td>Loss</td>
<td>39,600,000%</td>
<td>39,600,000%</td>
</tr>
<tr>
<td>Capital</td>
<td>39,600,000%</td>
<td>0,000,000%</td>
</tr>
</tbody>
</table>

L  Partner’s capital account analysis:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning capital account</td>
<td>$-270,871</td>
</tr>
<tr>
<td>Capital contributed during the year</td>
<td>$281,538</td>
</tr>
<tr>
<td>Current year increase (decrease)</td>
<td>$-10,667</td>
</tr>
<tr>
<td>Withdrawals &amp; distributions</td>
<td>$</td>
</tr>
<tr>
<td>Ending capital account</td>
<td>$0</td>
</tr>
</tbody>
</table>

M  Did the partner contribute property with a built-in gain or loss?
[ ] Yes  [X] No

For IRS Use Only

For Paperwork Reduction Act Notice, see Instructions for Form 1065.

IRS.goviform1065

Schedule K-1 (Form 1065) 2013

18470915 000074 E_MANSRET   2013.04021 MANSFIELD RETIREMENT, LTD. 25806105
SCHEDULE K-1  
CAPITAL CONTRIBUTED DURING THE YEAR

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSFERRED CAPITAL</td>
<td>281,538.</td>
</tr>
<tr>
<td>TOTAL TO SCHEDULE K-1, ITEM L, CAPITAL CONTRIBUTED</td>
<td>281,538.</td>
</tr>
</tbody>
</table>

SCHEDULE K-1  
CURRENT YEAR INCREASES (DECREASES)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>RENTAL REAL ESTATE INCOME (LOSS)</td>
<td>-10,738.</td>
<td>-10,667.</td>
</tr>
<tr>
<td>INTEREST INCOME</td>
<td>71.</td>
<td></td>
</tr>
<tr>
<td>SCHEDULE K-1 INCOME SUBTOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET INCOME (LOSS) PER SCHEDULE K-1</td>
<td></td>
<td>-10,667.</td>
</tr>
<tr>
<td>TOTAL TO SCHEDULE K-1, ITEM L</td>
<td></td>
<td>-10,667.</td>
</tr>
</tbody>
</table>


**Schedule of Activities**

*For calendar year 2013, or tax year beginning JAN 1, 2013, and ending JUL 31, 2013.*

**Name:** MANSFIELD RETIREMENT, LTD.  
**I.D. Number:** 74-2517280

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Activity Number</th>
<th>Percentage Owned</th>
<th>Type Code*</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>100%</td>
<td></td>
<td>MULTI-FAMILY RESIDENCE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity - 1</th>
<th>Activity - 2</th>
<th>Activity - 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>-10,738.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 1 - Single Family Residence  
  2 - Multi-Family Residence  
  3 - Vacation or Short-Term Rental  
  4 - Commercial  
  5 - Land  
  6 - Royalties  
  7 - Self-Rental  
  8 - Other
Exhibit G
Forfeiture pursuant to Section 171.309 of the Texas Tax Code of
MANSFIELD RETIREMENT, LTD.


The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and

2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.

Carlos H. Cascos
Secretary of State

Come visit us on the Internet @http://www.sos.state.tx.us/
(512) 463-5555 FAX (512) 463-5709 TTY 7-1-1
June 22, 2018

Mr. Emanuel Glockzin
Elaina Glockzin
Star of Texas Seniors, Ltd
4500 Carter Creek Parkway, Suite 101
Bryan, TX 77802

RE: HOUSING TAX CREDIT APPLICATION NO. 18305, STAR OF TEXAS SENIORS
APPLICANT ELIGIBILITY UNDER 10 TAC §10.202(1)(C), §10.202(1)(D) AND §10.202(1)(M)

Dear Mr. & Mrs. Glockzin:

The Texas Department of Housing and Community Affairs ("Department") has been informed of the foreclosure of the Mansfield Retirement Development on June 5, 2018, by the United States Department of Agriculture ("USDA"). A Notice of Acceleration of your debt to the Rural Housing Service, demand for payment of that debt, and notice of your opportunity to have a hearing concerning this action ("USDA notice") was sent to you on December 22, 2017.

The Uniform Multifamily Rules at 10 TAC §10.202(1) provide requirements for Applicant Eligibility that are triggered by the Mansfield Retirement foreclosure. Specifically at 10 TAC §10.202(1)(C):

(C) is, at the time of Application, subject to an order in connection with an enforcement or disciplinary action under state or federal securities law or by the NASD; subject to a federal tax lien (other than a contested lien for which provision has been made); or 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; (emphasis added)
10 TAC §10.202(1)(D)

(D) has materially breached a contract with a public agency, and, if such breach is permitted to be cured under the contract, has been given notice of the breach and a reasonable opportunity to cure, and failed to cure that breach within the time specified in the notice of breach;

10 TAC §10.202(1)(M)

(M) fails to disclose, 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 ten (10) years or plans to or is negotiating to terminate their relationship with any other affordable housing development. Failure to disclose is grounds for termination. The disclosure must identify 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. An Application may be referred to the Board for termination based upon factors in the disclosure. Staff shall present a determination to the Board as to a person’s fitness to be involved as a principal with respect to an Application using the factors described in clauses (i) – (v) of this subparagraph as considerations:

The failure to cure the multiple issues described in the USDA notice, which ultimately led to foreclosure of the property, and the failure to disclose the pending foreclosure, constitutes grounds for a finding of ineligibility by the Department Board of Directors. We will present this issue to the Board for determination at the July 12, 2018, meeting. If you have documentation regarding this issue that you wish to include in the Board Book, it must be received by 5:00 pm on Tuesday, July 3.

Please feel free to contact me if you have any questions, or require further information.

Sincerely,

[Signature]

Marni Holloway
Director, Multifamily Finance

MH
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application.pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf