NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
Tab 0

Payment Receipt
MULTIFAMILY DOCUMENT & PAYMENT RECEIPT

TDHCA | Deliver to: 221 E. 11th St., Austin, TX 78701 | Mail to: PO Box 13941, Austin, TX 78711-3941
(This receipt does not attest to the sufficiency of documentation to fulfill Program requirements.)

Development: Heritage Seniors
Owner: NH Heritage LP
Contact: Nathan L. Kelley
Email: nkelley@blazerbuilding.com
Tel: (713) 914-9200

TDHCA Application Number
18353

Select Program of Documents/Payments Submitted (note: HTC = Housing Tax Credits)

- [X] 9% HTC (Competitive)
- [ ] 4% HTC - Tax Exempt Bond Issuer:
- [ ] Direct Loan

Indicate All Documents Submitted

- [X] Pre-Application
- [X] Market Study
- [ ] Phase I ESA
- [X] Site Design & Dev. Feasibility Report
- [ ] Application
- [X] Appraisal
- [ ] PCA/CNA
- [X] Primary Market Area Map
- [ ] Waiver Request
- [ ] Community Revitalization Plan
- [X] Community Input
- [ ] UNCR Packet

Describe Payment

Check Amount: 
Check Number: 
HTC Application Fee: 80 X 20 = $1,600.00
(full app only) # of Units Per unit fee App. Fee
Check Amount: Yes Non-Profit or CHDO $1,440.00
Check Number: NP Discounted Fee

Non-profit back up attached.

NOTE: Housing Tax Credit Program Applicants that are CHDOs or Qualified Nonprofit Organizations and requesting a fee reduction, must attach a copy of their CHDO certificate or evidence of 501(c)(3) or (4) status to this receipt.

Date: 2/25/2018
Applicant Signature

Staff Initials

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

NANTUCKET HOUSING, L.L.C.
4001 W. SAM HOUSTON PKWY N.
SUITE 100
HOUSTON, TX 77043
713-914-9200

PAY TO THE ORDER OF
TEXAS DEPT. OF HOUSING & COMMUNITY AFFAIRS
P.O. BOX 13941
AUSTIN, TX 78711-3941

MEMO
APP FEE TDHCA # 18353

BANK OF AMERICA, NA

2/21/2018

$ **1,440.00

DOLLARS

SECURITY FEATURES INCLUDED. DETAILS ON BACK
Acknowledgement of Your Request

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

What Happens Next?

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number between the hours of 8 a.m. and 6:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.
Date: DEC 16 2004

EDUCATION BASED HOUSING INC
6363 WOODWAY ST E 320
HOUSTON, TX 77057

Employer Identification Number:
76-0629574

Contact Person:
ERIC J BERTELSEN
ID# 31323

Contact Telephone Number:
(877) 829-5500

Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated August 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, our letter dated June 21, 2004 in which you were presumed to be a private foundation is hereby superseded. You are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)
| Application Certification |
Development Name: **Heritage 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.

**NH Heritage LP**  
Applicant Entity Name

By: [Signature]

**Signature of Authorized Representative**  
Jessica Bailey

**Printed Name**  
President

**Title**  
25-Feb-18

**Date**

Sworn to and subscribed before me on the 25 day of February, 2018 by Jessica Bailey

(Personalized Seal)

**JELA HENDERSON**  
Notary Public Signature  
Jela Henderson

**Notary Public, State of**  
Texas

**County of**  
Harris

My Commission Expires: 2/28/2021

Date: 2/20/2018 3:32 PM
Tab 1b

Meeting Selection (4% 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

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>W. Little York Apartments</th>
</tr>
</thead>
</table>

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>
<tr>
<td>September 6, 2018</td>
<td>June 22, 2018</td>
</tr>
<tr>
<td>October 11, 2018</td>
<td>July 27, 2018</td>
</tr>
<tr>
<td>November 8, 2018</td>
<td>August 24, 2018</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>September 21, 2018</td>
</tr>
</tbody>
</table>

An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
Tab 2

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

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

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

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

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

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

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

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant 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
U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the
Development is designed consistent with the Fair Housing Act Design Manual produced by
HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ in a census tract or within 1,000 feet of any census tract in an Urban Area and
the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as
reported on neighborhoodscout.com;
The Development will include all of the mandatory Development amenities required in §10.101(b)(4) of the Uniform Multifamily Rules at no charge to all tenants (market rate and low-income) and written notice of such amenities will be provided to the tenants.

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

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

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

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

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

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

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

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

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

By:  

Signature

Jessica Bailey
Printed Name

President
Title

February 25, 2018
Date

THE STATE OF TX

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Jessica Bailey, President, 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 25th day of February, 2018

(Seal)

JELA HENDERSON
Notary ID # 128332355
My Commission Expires February 28, 2021

Notary Public Signature
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
2018 Development Owner Certification, Acknowledgement and Consent

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.

Page 2 of 8
2018 Development Owner Certification, Acknowledgement and Consent

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 §2305.6734.

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.
2018 Development Owner Certification, Acknowledgement and Consent

Unused Credit or Penalty Fee *(select one box as applicable)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ 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.
2018 Development Owner Certification, Acknowledgement and Consent

None of the criteria in subparagraphs (A) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

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

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

By: [Signature]

H. Chris Richardson

Printed Name

President of Nantucket Housing, LLC

Title

April 16, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared H. Chris Richardson, President of Nantucket Housing, LLC, 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 16th day of April, 2018

(Seal)

Jela Henderson
Notary ID # 129332355
My Commission Expires February 28, 2021

Page 8 of 8
Tab 3

Applicant Eligibility Certification
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.

The form must be executed by all individuals included on the organizational chart who are identified under §10.204(2)(A) – (D) of the Uniform Multifamily Rules and who have the ability to exercise control over the Development.

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

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. *No hard copy is required, only a scanned copy within the final PDF file.*

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)
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 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 timeframe 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

_______________________________________
Jessica Bailey
Printed Name

_____________________________________
President
Title

_____________________________________
February 25, 2018
Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of February, 2018

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires
February 28, 2021

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Monte Sneed

Printed Name

Director

Title

February 28, 2018

Date

THE STATE OF TEXAS

COUNTRY OF HARRIS

Before me, a notary public, on this day personally appeared Monte Sneed, Director, 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 28 day of February 2018

(Seal)

JENNIFER HIRSCH
Notary Public, State of Texas
Comm. Expires 07-02-2019
Notary ID 126173512

Notary Public Signature
2018 Applicant Eligibility Certification

By: _____________________________

Signature of Authorized Representative

Syd Bailey

Printed Name

Director

Title

February 20, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared
Syd Bailey, Director, 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 20 day of February, 2018

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires
February 28, 2021

Notary Public Signature
2018 Applicant Eligibility Certification

By: _________________________________
Signature of Authorized Representative

Andrew Horn
Printed Name

Director
Title

February 24, 2018
Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Andrew Horn, Director, 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 24 day of February, 2018

(Seal)

MELISSA CAO
Notary Public, State of Texas
My Commission Expires July 31, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

Cathy Gelsomini

Printed Name

______________________________

Director

Title

February 20, 2018

Date

THE STATE OF  TEXAS  §

COUNTY OF  HARRIS  §

Before me, a notary public, on this day personally appeared Cathy Gelsomini, Director, 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 30 day of February, 2018

(Seal)

JEFA HENDESON
Notary ID # 129332355
My Commission Expires
February 28, 2021

Notary Public Signature

Page 6 of 6
2018 Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Jim Wanja

Printed Name

Member of Nantucket Housing, LLC

Title

February 22, 2018

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Jim Wanja, Member, 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 22nd day of February, 2018.

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires February 28, 2021

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Chad Hillman

Printed Name

Member of Nantucket Housing, LLC

Title

February 24, 2018

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Chad Hillman, Member, 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 24, day of February, 2018

(Seal)

JELA HENDERSON
Notary Public Signature

[Seal Image]

Page 6 of 6
By: [Signature]

Signature of Authorized Representative

Matt Fuqua

Printed Name

Member of Nantucket Housing, LLC

Title

February 21, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Matt Fuqua, Member, 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 21 day of February, 2018

(Seal)

JELA HENDERSON
Notary Public Signature

Notary ID # 129332355
My Commission Expires February 28, 2021

Page 6 of 6
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Nathan Kelley

Printed Name

Member of Nantucket Housing, LLC

Title

February 21, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Nathan Kelley, Member, 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 21 day of February, 2018

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires February 28, 2021

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

H. Chris Richardson

Printed Name

President of Nantucket Housing, LLC

Title

February 21, 2018

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared H. Chris Richardson, President, 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 21 day of February, 2018

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires February 28, 2021

Jela Henderson
Notary Public Signature
Tab 4

Multifamily Direct Loan Certification
Multifamily Direct Loan Certification

**Multifamily Direct Loan Certification** is included behind this tab.

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

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

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Nathan Kelley</td>
</tr>
<tr>
<td><strong>Phone:</strong> (713) 914-9200</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 4001 W. Sam Houston Pkwy. N., Suite 100</td>
</tr>
<tr>
<td>Street: 4001 W. Sam Houston Pkwy. N.</td>
</tr>
<tr>
<td>City: Houston</td>
</tr>
<tr>
<td>State: TX</td>
</tr>
<tr>
<td>Zip: 77043</td>
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</table>

<table>
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<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Jela Henderson</td>
</tr>
<tr>
<td><strong>Phone:</strong> (713) 914-9200</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jhenderson@blazerbuilding.com">jhenderson@blazerbuilding.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 4001 W. Sam Houston Pkwy. N., Suite 100</td>
</tr>
<tr>
<td>Street: 4001 W. Sam Houston Pkwy. N.</td>
</tr>
<tr>
<td>City: Houston</td>
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<tr>
<td>State: TX</td>
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<tr>
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<tr>
<th>3. Consultant Contact (if applicable)</th>
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<tbody>
<tr>
<td><strong>Name:</strong></td>
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<td><strong>Phone:</strong></td>
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Tab 6

Self-Score
(Competitive HTC Only)
## 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>
<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td><strong>17</strong></td>
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</tbody>
</table>

### 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>
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</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>0</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td><strong>Serve and Support Texans Most in Need Total</strong></td>
<td></td>
<td><strong>46</strong></td>
</tr>
</tbody>
</table>

### Criteria Promoting Community Support and Engagement

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

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td><strong>42</strong></td>
</tr>
</tbody>
</table>

| Point Deductions                              | §11.9(f)                  |                 |
|**Total Application Self Score**                |                           | **116**         |
Tab 7

Site Information Form Part I
If revised form submitted, date of submission: ___________________

### Site Information Form Part I

<table>
<thead>
<tr>
<th>Development Address (All Programs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>325 Flagship Blvd.</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Census Tract Information (All Programs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>48339694500</td>
</tr>
<tr>
<td>Census Tract Number (11 digits)</td>
</tr>
</tbody>
</table>

#### 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))

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

- Development Site is appropriately zoned? Yes
- Zoning Designation: R-2 Multifamily Residential
- Flood Zone Designation: Zone X X500 & A
- Entire Development Site is outside the 100 year floodplain. Yes

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

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montgomery Elementary</td>
<td>EE through X</td>
<td>4</td>
</tr>
<tr>
<td>Montgomery Intermediate</td>
<td>5 through</td>
<td>5</td>
</tr>
<tr>
<td>Montgomery Middle</td>
<td>6 through</td>
<td>6</td>
</tr>
<tr>
<td>Montgomery Junior High</td>
<td>7 through</td>
<td>8</td>
</tr>
<tr>
<td>Montgomery High</td>
<td>9 through</td>
<td>12</td>
</tr>
</tbody>
</table>

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

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

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

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

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t
- Twice the State Average of Units Per Capita Resolution
- A Resolution must be attached to complete this item if Item 3 on Tab 7 is not checked.
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school
  - UNC if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
RESOLUTION NO. 2018-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS REGARDING BLAVER BUILDING TEXAS, LLC FOR SUPPORT OF TWO TIMES PER CAPITA

WHEREAS, NH Heritage LP has proposed a development for affordable rental housing at 325 Flagship Blvd. named Heritage Seniors in the City of Montgomery, Texas;

WHEREAS, NH Heritage LP has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2018 Housing Tax Credits or Private Activity Bonds for Heritage Seniors;

It is hereby RESOLVED, that as provided for in §11.3(b) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Montgomery has more than twice the state average of units per capita supporting by Housing Tax Credits or Private Activity Bonds.

FURTHER RESOLVED, that the City of Montgomery hereby supports the proposed Heritage Seniors, and confirms that its governing body has voted specifically to approve the construction and/or rehabilitation of the Development and to authorize an allocation of housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4).

FURTHER RESOLVED, that for and on behalf of the Governing Body, Kirk Jones, Mayor are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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 22nd 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

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Larry Foester, City Attorney
January 31, 2018

Mr. Matt Fuqua
Nantucket Housing, LLC
Blazer Building Texas, LLC
9219 Katy Freeway, Suite 200
Houston, Texas 77024

Re:  City of Montgomery
     Heritage Seniors
     Heritage Plaza, Section 1
     Restricted Reserve “B”

Dear Mr. Fuqua:

City staff has reviewed the suitability of the referenced tract for multifamily residential use. The subject tract is in the City of Montgomery corporate limits and is zoned “R2-Multifamily Residential”. Therefore, it is our opinion that the proposed use is allowed on the property as 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
FEMA Q3 Flood Data

The FEMA Q3 Flood data were developed by scanning the existing FIRM hardcopies that were generated in the mid 1980s. Most have never been updated. Only 133 out of 254 counties in Texas were mapped. The maps should be considered an advisory tool for general hazard awareness, education, and floodplain management.

**Zones A, AE, AH, V and VE**
Special Flood Hazard Areas subject to inundation by the 1% Annual Chance Flood Event. The 1% annual chance is also known as the 100-year flood or base flood and has a 1% chance of being equaled or exceeded in any given year.

**Zone X500**
Other Flood Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**Zone X**
Other Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain.

**Floodway**
Floodway Areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**Zone D**
Undetermined Risk Areas - Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

---

Source: TNRIS

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PEI Project No: 201802006
Montgomery Independent School District

Not mentioned are:
Montgomery Intermediate & Montgomery Middle School - bps
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)

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

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</td>
<td>54.3</td>
<td>54</td>
</tr>
<tr>
<td></td>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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

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://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating

Met Standard

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

In 2016, 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>604</td>
<td>718</td>
<td>84</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>387</td>
<td>1,000</td>
<td>39</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>538</td>
<td>1,200</td>
<td>45</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>40.3</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td>N/A</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

- Campus Type: Elementary
- Campus Size: 752 Students
- Grade Span: EE - 04
- Percent Economically Disadvantaged: 38.4
- Percent English Language Learners: 9.3
- Mobility Rate: 13.4

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 Division website at https://rptsvr1.tea.texas.gov/perfreport/account/2016/index.html
Accountability Rating

Met Standard

- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Met Standards on
Did Not Meet Standards on

In 2015, 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

Index | Points Earned | Maximum Points | Index Score
--- | --- | --- | ---
1 - Student Achievement | 354 | 394 | 90
2 - Student Progress | 260 | 600 | 43
3 - Closing Performance Gaps | 301 | 600 | 50
4 - Postsecondary Readiness | STAAR Score 46.5 | Graduation Rate Score N/A | Graduation Plan Score N/A | Postsecondary Component Score N/A | 47

Distinction Designation

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

Campus Demographics

- Campus Type: Elementary
- Campus Size: 764 Students
- Grade Span: EE - 04
- Percent Economically Disadvantaged: 39.7
- Percent English Language Learners: 11.6
- Mobility Rate: 13.7

State System Safeguards

Number and Percent of Indicators Met

- Performance Rates: 7 out of 7 = 100%
- Participation Rates: 4 out of 4 = 100%
- Graduation Rates: N/A

Total: 11 out of 11 = 100%

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Performance Index Summary

Index | Points Earned | Maximum Points | Index Score
---|---|---|---
1 - Student Achievement | 1,666 | 1,852 | 90
2 - Student Progress | 615 | 1,400 | 44
3 - Closing Performance Gaps | 602 | 1,200 | 50
4 - Postsecondary Readiness | 55.7 | N/A | 56

Stationary Components

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
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

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>14 out of 15 = 93%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10 out of 10 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>24 out of 25 = 96%</td>
<td></td>
</tr>
</tbody>
</table>

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

Met Standard

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

Did Not Meet Standards on
- NONE

In 2016, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Index 1
Student Achievement (Target Score=60)
Points Earned: 90
Maximum Points: 1,935
Index Score: 90

Index 2
Student Progress (Target Score=32)
Points Earned: 51
Maximum Points: 1,200
Index Score: 51

Index 3
Closing Performance Gaps (Target Score=28)
Points Earned: 49
Maximum Points: 1,200
Index Score: 49

Index 4
Postsecondary Readiness (Target Score=12)
Points Earned: 55
Maximum Points: 1,200
Index Score: 55

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>1,750</td>
<td>1,935</td>
<td>90</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>607</td>
<td>1,200</td>
<td>51</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>593</td>
<td>1,200</td>
<td>49</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>55.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

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

Campus Demographics

- Campus Type: Elementary
- Campus Size: 671 Students
- Grade Span: 05 - 05
- Percent Economically Disadvantaged: 22.4
- Percent English Language Learners: 2.8
- Mobility Rate: 9.6

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>14 out of 15 = 93%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10 out of 10 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>24 out of 25 = 96%</td>
<td></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsvr1.tea.texas.gov/perfreport/account/2016/index.html
Accountability Rating

Met Standard

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

In 2015, 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=28)
- Index 4: Postsecondary Readiness (Target Score=12)

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>999</td>
<td>1,130</td>
<td>88</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>292</td>
<td>600</td>
<td>49</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>353</td>
<td>800</td>
<td>44</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>33.3</td>
<td>33</td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in Reading/ELA: NO DISTINCTION EARNED
- Academic Achievement in Mathematics: NOT ELIGIBLE
- 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: 631 Students
- Grade Span: 05 - 05
- Percent Economically Disadvantaged: 25.7
- Percent English Language Learners: 1.9
- Mobility Rate: 8.9

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Number</th>
<th>Met Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>8 out of 8</td>
<td>100%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>4 out of 4</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>12 out of 12</td>
<td>100%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Accountability Rating

Met Standard

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

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

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,177</td>
<td>1,324</td>
<td>89</td>
</tr>
<tr>
<td>2</td>
<td>333</td>
<td>1,000</td>
<td>33</td>
</tr>
<tr>
<td>3</td>
<td>386</td>
<td>800</td>
<td>48</td>
</tr>
<tr>
<td>4</td>
<td>42.7</td>
<td>N/A</td>
<td>43</td>
</tr>
</tbody>
</table>

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

Campus Type: Middle School
Campus Size: 698 Students
Grade Span: 06 - 06
Percent Economically Disadvantaged: 21.5
Percent English Language Learners: 0.6
Mobility Rate: 8.6
Percent Served by Special Education: 6.3
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>9 out of 10 = 90%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>8 out of 10 = 80%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Total 17 out of 20 = 85%

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

Met Standard

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

Did Not Meet Standards on
- NONE

In 2016, 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>1,055</td>
<td>1,284</td>
<td>82</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>320</td>
<td>800</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>31.8</td>
<td>N/A</td>
<td>32</td>
</tr>
</tbody>
</table>

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

Campus Type: Middle School
Campus Size: 666 Students
Grade Span: 06 - 06
Percent Economically Disadvantaged: 26.9
Percent English Language Learners: 0.9
Mobility Rate: 9.1

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>8 out of 12</td>
<td>67%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Total: 20 out of 24 = 83%

For further information about this report, please see the Performance Reporting Division website at https://rptsvr1.tea.texas.gov/perfreport/account/2016/index.html
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- Student Progress

In 2015, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1, Index 2, 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>509</td>
<td>592</td>
<td>86</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>163</td>
<td>600</td>
<td>27</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>184</td>
<td>400</td>
<td>46</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>43.7</td>
<td>N/A</td>
<td>44</td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in Reading/ELA: NO DISTINCTION EARNED
- Academic Achievement in Mathematics: NOT ELIGIBLE
- 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

Campus Type: Middle School
Campus Size: 662 Students
Grade Span: 06 - 06
Percent Economically Disadvantaged: 29.3%
Percent English Language Learners: 0.8%
Mobility Rate: 8.4%

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>4 out of 4 = 100%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>4 out of 4 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>8 out of 8 = 100%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Montgomery JHS is here, 19000 Stewart Creek Rd., 77356 - bps
MONTGOMERY J H (170903042) - MONTGOMERY ISD

Accountability Rating
Met Standard

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

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

Performance Index Report

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>STAAR Score</td>
<td>53.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td>53</td>
</tr>
</tbody>
</table>

System Safeguards

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

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

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 2016, 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>3,840</td>
<td>4,481</td>
<td>86</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>558</td>
<td>1,400</td>
<td>40</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,028</td>
<td>2,400</td>
<td>43</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>48.5</td>
<td>N/A</td>
<td>49</td>
</tr>
</tbody>
</table>

Academic Achievement in ELA/Reading

NO DISTINCTION EARNED

Academic Achievement in Mathematics

NO DISTINCTION EARNED

Academic Achievement in Science

NO DISTINCTION EARNED

Academic Achievement in Social Studies

NO DISTINCTION EARNED

Top 25 Percent Student Progress

NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps

NO DISTINCTION EARNED

Postsecondary Readiness

NO DISTINCTION EARNED

Campus Demographics

Campus Type: Middle School
Campus Size: 1,345 Students
Grade Span: 07 - 08
Percent Economically Disadvantaged: 24.2
Percent English Language Learners: 1.1
Mobility Rate: 10.5

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>22 out of 27 = 81%</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>36 out of 41 = 88%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsr1.tea.texas.gov/perfreport/account/2016/index.html

TEA Division of Performance Reporting                           Page 1
2015 Accountability Summary

MONTGOMERY J H (170903042) - MONTGOMERY ISD

Accountability Rating

Met Standard

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

In 2015, 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 1</th>
<th>Index 2</th>
<th>Index 3</th>
<th>Index 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Achievement (Target Score=60)</td>
<td>Student Progress (Target Score=28)</td>
<td>Closing Performance Gaps (Target Score=27)</td>
<td>Postsecondary Readiness (Target Score=13)</td>
</tr>
<tr>
<td>89</td>
<td>42</td>
<td>50</td>
<td>41</td>
</tr>
</tbody>
</table>

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,739</td>
<td>3,061</td>
<td>89</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>418</td>
<td>1,000</td>
<td>42</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>993</td>
<td>2,000</td>
<td>50</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>41.0</td>
<td></td>
<td></td>
</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 Reading/ELA: NO DISTINCTION EARNED
- Academic Achievement in Mathematics: NO DISTINCTION EARNED
- Academic Achievement in Science: NO DISTINCTION EARNED
- Academic Achievement in Social Studies: NO DISTINCTION EARNED
- Top 25 Percent Student Progress: NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps: NO DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

Campus Demographics

- Campus Type: Middle School
- Campus Size: 1,276 Students
- Grade Span: 07 - 08
- Percent Economically Disadvantaged: 21.7
- Percent English Language Learners: 1.4
- Mobility Rate: 9.4

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>19 out of 20 = 95%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>8 out of 8 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>27 out of 28 = 96%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Montgomery I.S.D.

High Schools
Zoning Option 2

Montgomery HS is here, 22825 Hwy 105 W, 77356 - bps
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Index 1
Student Achievement (Target Score=60)
- Points Earned: 3,029
- Maximum Points: 3,464
- Index Score: 87

Index 2
Student Progress (Target Score=17)
- Points Earned: 368
- Maximum Points: 1,200
- Index Score: 31

Index 3
Closing Performance Gaps (Target Score=30)
- Points Earned: 886
- Maximum Points: 1,800
- Index Score: 49

Index 4
Postsecondary Readiness (Target Score=60)
- Points Earned: 18.1
- Maximum Points: 87
- Index Score: 87

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: High School
Grade Span: 09 - 12
Percent Economically Disadvantaged: 18.9
Percent English Language Learners: 0.7
Mobility Rate: 10.1
Percent Served by Special Education: 6.0
Percent Enrolled in an Early College High School Program: 0.0

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
Accountability Rating

Met Standard

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

In 2016, 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>2,750</td>
<td>3,208</td>
<td>86</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>313</td>
<td>1,000</td>
<td>31</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>757</td>
<td>1,600</td>
<td>47</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>15.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>20.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>22.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Performance Index Summary

Index 86

Distinction Designation

- Academic Achievement in ELA/Reading
  - NO DISTINCTION EARNED
- Academic Achievement in Mathematics
  - NO DISTINCTION EARNED
- Academic Achievement in Science
  - NO DISTINCTION EARNED
- Academic Achievement in Social Studies
  - NO DISTINCTION EARNED
- Top 25 Percent Student Progress
  - NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps
  - NO DISTINCTION EARNED
- Postsecondary Readiness
  - NO DISTINCTION EARNED

Campus Demographics

- Campus Type: High School
- Campus Size: 2,508 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 18.3
- Percent English Language Learners: 0.5
- Mobility Rate: 9.4

System Safeguards

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>17 out of 22 = 77%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>13 out of 13 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>4 out of 5 = 80%</td>
</tr>
<tr>
<td>Total</td>
<td>34 out of 40 = 85%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsrv1.tea.texas.gov/perfreport/account/2016/index.html
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

In 2015, 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>2,837</td>
<td>3,086</td>
<td>92</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>269</td>
<td>1,000</td>
<td>27</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>830</td>
<td>1,600</td>
<td>52</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>16.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>16.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>19.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>22.1</td>
<td>81</td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

Academic Achievement in Reading/ELA
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: High School
Campus Size: 2,360 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 18.5%
Percent English Language Learners: 0.4%
Mobility Rate: 10.9%

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Met Indicators</th>
<th>Percent Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>17 out of 18 = 94%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10 out of 10 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>4 out of 5 = 80%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>31 out of 33 = 94%</td>
<td></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Tab 9

Site Information Form Part II
§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.

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 distance, 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)
- licensed center serving children (4 miles)
- indoor recreation facility available to public (3 miles)
- community, civic or service organization (3 miles)
- public library (4 miles)
- public park w/playground (4 miles)
- pharmacy (4 miles)
- health-related facility (4 miles)
- census tract with crime rate of ≤26 per 1k persons
- census tract with ≥27% associate degrees adults aged ≥2

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:

Site is within 4 miles of: Full service grocery store (Brookshire Brothers), Licensed center serving children (Little Angels Early Learning Academy), Pharmacy (Kroger) and Health related facility (CareNow Urgent Care).
2. §11.9(c)(5) - Underserved Area (Competitive HTC and Direct Loan Applications Only)

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

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

Contiguous Census Tract #

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

Application is seeking points for Underserved Area.

Total Points Claimed: 0

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

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

Application is seeking points for Proximity to the Urban Core.

Total Points Claimed: 0

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

Region: 6 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):

[Additional information]

- 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
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Claimed</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is in a Rural Area.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation or Demolition/Reconstruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA); AND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development was constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG; AND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county; letter from Governing Body stating such is provided behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Concerted Revitalization.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed: 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Declared Disaster Area.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application is seeking points for Readiness to Proceed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed: 5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>X</td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will close all financing on or before October 31, 2018.</td>
<td>x</td>
</tr>
<tr>
<td>Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.</td>
<td>x</td>
</tr>
<tr>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
<td>x</td>
</tr>
<tr>
<td>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.</td>
<td>x</td>
</tr>
</tbody>
</table>

6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application meets all of the following requirements:</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>X Application includes evidence that the Applicant will close all financing on or before October 31, 2018.</td>
<td></td>
</tr>
<tr>
<td>X Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.</td>
<td></td>
</tr>
<tr>
<td>X Application includes evidence that appropriate zoning will be in place at award.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

| Application is seeking points for Readiness to Proceed.                   |         |
| Total Points Claimed:                                                     |         | 5      |
Tab 10

Supporting Documentation for the Site Information Form Part II
Supporting Documentation for the Site Information Form Part II

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled

**Print-out from DFPS website confirming daycare licensed to serve relevant age groups**
(http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)

**Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate**
(https://www.neighborhoodscout.com)

**Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable**

**Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable**

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**

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

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

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

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

**Concerted Revitalization Plan (Competitive HTC Only)**
Urban:

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

Rural:

- x Current rent roll
- x Evidence Development constructed 25 or more years prior to application (1992 or earlier)
- x Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG
- x 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.
- x Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- x For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Declared Disaster Area:

- x 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)
- n/a 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

- x 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).
- x 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).
- x 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:
- x Loan or equity commitments with evidence of completed due diligence
  Detail provided behind this tab.
- x Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
<table>
<thead>
<tr>
<th><strong>X</strong></th>
<th>Evidence from lender that the lenders’ third party reports have been ordered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Signed architect contract</td>
</tr>
<tr>
<td></td>
<td>Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record</td>
</tr>
<tr>
<td></td>
<td>Permit-ready architectural plans</td>
</tr>
<tr>
<td></td>
<td>Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority</td>
</tr>
<tr>
<td></td>
<td>Description from architect of record of current stage of architectural plans</td>
</tr>
<tr>
<td></td>
<td>Evidence that site development permit application has been submitted and received by the appropriate permitting authority</td>
</tr>
<tr>
<td></td>
<td>Description of timing for property acquisition</td>
</tr>
<tr>
<td></td>
<td>Description of timing for construction permits</td>
</tr>
<tr>
<td></td>
<td>Evidence of selection of construction contractor</td>
</tr>
<tr>
<td></td>
<td>Description of timing for execution of construction contracts</td>
</tr>
<tr>
<td></td>
<td>For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200</td>
</tr>
<tr>
<td>N/A</td>
<td>For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200</td>
</tr>
<tr>
<td></td>
<td>Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.</td>
</tr>
<tr>
<td></td>
<td>Project execution plan</td>
</tr>
<tr>
<td></td>
<td>Other (describe):</td>
</tr>
</tbody>
</table>
NH Heritage LP
Census Tract Map
Tract# 48339694500

Heritage Seniors

Qualified Census Tract Information

<table>
<thead>
<tr>
<th>Tract</th>
<th>6945.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>Montgomery County</td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
</tr>
<tr>
<td>Status (2014)</td>
<td></td>
</tr>
<tr>
<td>Status (2015)</td>
<td></td>
</tr>
<tr>
<td>Poverty Rate</td>
<td>11.9%</td>
</tr>
<tr>
<td>Ratio of Tract Median Income to Tract Income Limit</td>
<td>0.371</td>
</tr>
<tr>
<td>Full Tract Number</td>
<td>48339694500</td>
</tr>
</tbody>
</table>
2-mile radius

1-mile radius
1. Indoor Activities: Anytime Fitness, 20873 Eva St A, Montgomery, TX 77356 (0.06 miles)

2. Civic Organization: Living Savior Lutheran Church, 309 Pond St. Montgomery, TX 77356 (0.30 miles)

3. Grocery Store: Brookshire Brothers, 21005 Eva St., Montgomery, TX 77356 (0.12 miles)

4. Library: Charles B. Stewart – West Branch Library, 202 Bessie Price Owen Dr., Montgomery, TX 77356 (0.40 miles)

5. Outdoor Activities: Cedar Brake Park, Northwest corner of Eva Street & Houston Road, Montgomery, TX 77356 (0.50 miles)

6. Child Care: Little Angels Early Learning Academy, 21265 Eva St, Montgomery, TX 77356 (0.40 miles)

7. Pharmacy: Kroger, 20168 Eva St, Montgomery, TX 77356 (0.74 miles)

8. Health-related Facility: CareNow Urgent Care, 20042 Eva St, Montgomery, TX 77356 (1.03 miles)
Anytime Fitness

4.6 ★★★★★ • 9 reviews
Gym

20873 Eva St A, Montgomery, TX 77356
Popular times  Tuesdays

Review summary

4.6

9 reviews
Montgomery
20873 Eva St Ste A
Montgomery, TX 77356
(936) 449-8100
Open 24/7 to Members
Staffed Hours

7 DAY FREE TRIAL MEMBERSHIP INQUIRY

CONTACT US

View Gym

Why Anytime Fitness
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 3,400 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
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
PERSONAL TRAINING

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Trainer
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Trainer

Staffed Hours

See What's Happening
Anytime Fitness

PURPLE POWER Photo by: @jammr219

27 January

Anytime Fitness Montgomery, TX

Thinking about taking some Melatonin before you turn-in? Here is what you need to know. http://bit.ly/2EChY4o

28 January
Review summary

4.0
1 review

People also search for

Grace Lutheran Church
Tree of Life Lutheran Church
Lone Star Cowboy Church
Montgomery United Methodist Church
Our History

Plans for a New Mission in 2007

For several years the Lord put upon the hearts of a handful of pastors and lay leaders in the Montgomery and Grimes county areas to plant a Lutheran church in historic Montgomery, Texas. With regular encouragement and urging from Rev. Dan Schuessow, who was the pastor of Zion Lutheran Church in Anderson, a formal group of representatives from surrounding congregations began meeting in early 2007. During the fall of that same year a location was identified and a Missionary Pastor/Church Planter was called. The site was the historic Old Baptist Church (built in 1903 and owned by the Historic Society) and the Pastor was Rev. David R. Bailes of Spring. Pastor Bailes was serving part-time at Living Word Lutheran Church in The Woodlands and accepted their call to go serve part-time in Montgomery.

Montgomery Lutheran Mission

Montgomery Lutheran Church had its first worship service on December 2, 2007. It was a momentous occasion as the building that had been without regular worship services bulged to capacity. By early 2008, worship attendance was averaging 45 each Sunday and there were regular meetings to get the church chartered as a recognized congregation of the Lutheran Church – Missouri Synod (LCMS). Once again, the sanctuary was filled and resounded with joyful sounds on Easter morning of 2008. A choir, brass instrumentalists and our newly-arrived Organist, Judy Kutach, made sure that day would not soon be forgotten.

After Easter, the members and leadership worked tirelessly to move forward with the plans to charter the congregation. The name, Living Savior Lutheran Church, was adopted and the initial Church Council was formed, led by Richard Wiese, Sr. as President. Work continued in order to fulfill all the requirements to meet the goal of chartering by the end of 2008.

Living Savior Lutheran Church Chartered

On November 2, 2008, Living Savior Lutheran Church celebrated and gave thanks to God for its establishment as a chartered LCMS congregation at the Montgomery Middle School. The surrounding/supporting congregations were invited to be a part of that special day.

Due to the growing needs of a congregation regularly having 85 people in worship each Sunday, Living Savior Lutheran Church added Rev. Dr. Al Franzmeier to the staff to serve part-time along with Pastor Bailes for a few months. In April 2009 Living Savior expanded the ministry that Pastor Bailes was serving to full-time. On November 8, 2009 Living Savior added a second Sunday morning worship service. This additional service came in God’s perfect timing as several new families joined as members over the next several months.

Formal Call of Rev. David R. Bailes as Pastor

Since the beginning of the mission and church plant of Living Savior in Montgomery, Pastor Bailes was serving with the Call he received through Living Word Lutheran Church, The Woodlands. After going through the regular Call Process, Living Savior Lutheran Church formally called Pastor Bailes in July 2010. He was installed on August 8, 2010 as the first Pastor called directly by Living Savior Lutheran Church.

In the early meetings of the new mission, three general goals were set: 1. charter as a congregation; 2. call first pastor and 3. purchase property.

New Home for Living Savior

By the end of 2010 Living Savior had over 150 members and was averaging around 100 in worship each Sunday. It was time to find a new home. After extensive research and consideration of options in the area, Living Savior purchased the Bells of Montgomery property next door to the Old Baptist Church building. The property was originally owned by the Methodist Church, so it was also known as the Old Methodist Church (chapel built in 1908). July 3, 2011 was the last service in the Old Baptist Church building. At the end of the service, Pastor Bailes led the worshipers next door to the new church home. July 10th was the first service in the new building and dedication of the Sanctuary, including a new organ, took place on July 17th. The new facilities included an Annex (Sacristy and meeting space) attached to the Sanctuary, a two-story Family Life Center (Kitchen/Fellowship Hall and Offices downstairs and Sunday School/Classrooms upstairs) and a Garage/Barn. Through generous and sacrificial giving, the Lord blessed the congregation with the ability to pay off the mortgage. On June 2, 2013 the members of Living Savior gave thanks to God while burning the mortgage.

Living Savior Lutheran Church
309 Pond Street | Montgomery, TX 77356 | PH: (936) 597-8013
Worship at 8:00AM & 10:45AM | Sunday School at 9:30AM

http://www.livingsaviorlutheranchurch.org
Ministries

Children’s Ministry
Appropriate for children ages 2 through 6th grade.
For more information, contact Sarah Wieghat.

Youth Ministry
Appropriate for tweens & teens in 7th-12th grade.
For more information, contact Diane Hadley.

Women’s Ministry
Click here for more info.

Men’s Ministry
Click here for more info.

Music & Worship Ministry
People of all ages are invited to be involved. Click here for more info.
Questions? Contact Judy Kutach.
Welcome to Living Savior Lutheran Church

Our motto, "Living Today For Eternity," is more than just inspiring words. It describes the way we live out our calling as brothers and sisters in Christ through discipleship, service and fellowship. In everything we do, our goal is to make an eternal impact today in the lives of those in our community through the sure hope of salvation found in Jesus Christ alone.

Would you like to learn more about how living today for eternity can make a positive change in your life? If so, you have come to the right place. Check us out on these pages and then come visit us. We'll be glad to have you as our guest!

Who are we?

We are followers of Jesus.

Our central teachings and practices are founded upon the Word of God. We are evangelical as we share the good news of our Lord and Savior, Jesus Christ. Our congregation is a member of the Lutheran Church Missouri Synod.

Quick Facts:

- **Established** - our first worship service was December 2, 2007
- **Motto** - Living Today For Eternity
- **Membership** - 225 and growing
- **Community** - we enjoy serving and being a part of Montgomery
- **Mission** - to make an eternal impact today in the families of our community through the sure hope of salvation found in Jesus Christ alone.

Living Savior Lutheran Church
3029 Fondren Street, Montgomery, TX 77356 | (936) 597-6013
Worship at 8:00AM & 10:45AM | Sunday School at 9:30AM

http://www.livingsaviortexas.org/about-us1#.Wm9Sla6nGUk
Brookshire Brothers

4.0 ★★★★★ · 167 reviews

Grocery Store

21005 Eva St, Montgomery, TX 77356

https://www.google.com/maps/place/Brookshire+Brothers/@30.3880425,-95.6974435,16.75z/data=!4m5!3m4!1s0x864720312f37eb33:0x3fbc1eabf8b069e4!...
brookshirebrothers.com
(936) 597-8000
Open now: 7AM–10PM

Popular times Tuesdays
LIVE Not busy

Review summary

"Limited selection but GREAT service and very helpful."

"Corpus bullies his elderly employees and his high school employees."

"Friendly staff and clean store, no cluttered isles."

People also search for

View more
Store Details

Brookshire Brothers
21005 Eva St.
Montgomery, TX 77356

Weekly Ad  Refill Prescription

STORE
Store Name: Brookshire Brothers
Store Hours: 7 AM - 10 PM
Store Manager: PAUL CORPUS
Phone: (936) 597-8000

FEATURES
Pharmacy: √
Drive-Thru Pharmacy: √
Offers Flu Shot: √
Beverage Depot: √
Bakery: √
Deli: √
Floral: √

To sign up to Brookshire Brothers Promo Alerts: Text JOIN 73 to 59652
To sign up to Tobacco Barn Promo Alerts: Text TBARN 473 to 82936

PHARMACY
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Pharmacist: Denise McCaleb
Pharmacy Phone: 936-597-8002
Pharmacy Fax: 936-597-8230
State Board Number: 21024

FUEL
Fuel Brand(s): Conoco
countylibrary.org
(936) 788-8314
Closed. Opens at 9:00 AM

Popular times Tuesdays

Review summary

5★
4★
3★
2★
1★

4.7★

9 reviews

"This location is quiet with a great selection of books."

"Great place to read and walk around beautiful view."

"They have a lot of books about The Beatles Love the scenery too so beautiful"

People also search for

View more
Charles B. Stewart-West Branch Library

View on Map
202 Bessie Price Owen Dr.
Montgomery, TX 77356

Send Us a Message
Main: 936-788-8314

View Holiday Closures
M, Tu, Th: 9AM - 8PM
W: 9AM - 6PM
F - Sa: 9AM - 5PM
Sun: CLOSED

open 50 hours/wk - bps

Features

- Book Club
- Computer Classes
- Copying & Printing
- Displays
- Events for All Ages
- Friends of the Library
- Meeting Room
- Public Computers & WiFi
- Storytimes & More
- Study Rooms
- Volunteer

http://www.countylibrary.org/stewart.htm
**News**

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

[Learn More]

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**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]

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**About**

**Branch Manager:** Mat 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.
patrons@cedarbrakepark.org
(713) 899-0128
Open now: 8AM–6PM

Popular times  Tuesdays  

Review summary

4.6 ★★★★★
55 reviews

"The grounds are well kept as well as the playground equipment."

"Nice small little park to walk dogs and take the little ones."

"Kids love it, in a nice area dog friendly."

People also search for
Patrons of Cedar Brake Park
The Pioneers of Montgomery

Patrons of Cedar Brake Park Invite You
to Meet the Pioneers of Montgomery "Live"
On Thursday evening, May 15, 2014, the Patrons of Cedar Brake Park will be holding a big fundraiser to help finish the Pioneers of Montgomery Monument. The event will begin at 7 p.m. at the Lone Star Community Center located at 2500 Lone Star Parkway in Montgomery, Texas. Come and have fun as the Pioneers of Montgomery come to life when each of the pioneers will be portrayed by live actors in period attire. There will be a live auction and a silent auction.

One item in the live auction will be a large framed Lone Star flag of Texas that flew over Montgomery, Texas during Founders Day in July 2012 for the 175th birthday of Montgomery, Texas, it also flew over the State capitol for the 175th birthday of the Texas flag, and it was the first flag to fly behind the statue of Charles Bellinger Stewart at the dedication of the Pioneers of Montgomery monument. Attire will be "country casual."

Tickets are 20.00 each or $30.00 for a couple. For more information about this wonderful event and tickets, call 713-899-0128.
Patrons of Cedar Brake Park
in Montgomery, Texas
and
"The Pioneers of Montgomery" Monument

The Patrons of Cedar Brake Park chose 2012, the 175th birthday of Montgomery, Texas, to introduced "The Pioneers of Montgomery" historical monument project. The Pioneers of Montgomery historical monument was designed and sculpted by Montgomery resident Lynn Peverill, and the monument represents the early folks that built Montgomery, Texas and Montgomery County, Texas from scratch.

Much has been accomplished in the last year and a half. The pedestal, shrubbery and lighting have been placed in Historic Montgomery's Cedar Brake Park by the Boy Scouts of America in two separate Eagle Scout Projects. The first life-size sculpture of Charles B. Stewart (an entrepreneur who designed the Lone Star Flag of Texas and the Texas State Seal) was dedicated on January 25, 2014.

However, Charles B. Stewart is standing in Cedar Brake Park all by himself. The other four life size figures that will complete the monument will include a farmer, a rancher, a logger and a pioneer woman symbolizing the pioneers that built Montgomery, Montgomery County and Texas. We need your help to cast the remaining four statues and complete the monument, contact Sonya Clover at 713-899-0128.

Another way to support the Pioneers of Montgomery Monument Project is by buying a memorial brick to be placed in Cedar Brake Park: Click here for a copy of the memorial brick order form. With a memorial brick, you can add your name, your family's name, honor a family member or memorialize an ancestor permanently along one of the beautiful walkways and paths in Cedar Brake Park.

First Pioneers of Montgomery Monument Statue Dedicated
The first of five statues that will compose the Pioneers of Montgomery Monument was dedicated on Saturday, January 25, 2014. More photos coming. Click on the photograph to see many more photographs from the dedication ceremony on January 25, 2014.

City of Montgomery Approves $25,000 for "The Pioneers of Montgomery"

At the June 11, 2013 meeting of the City of Montgomery City Council, city officials approved $25,000 from MIDC funds towards The Pioneers of Montgomery monument project in Cedar Brake Park. This represents another major step forward for the project.

This project is being accomplished well below market costs due to the donations of time and energy by a number of local supporters. For instance, the base for the monument and the landscaping are being donated by a Boy Scout for his Eagle Scout project. As such, this project can be completed for as little as $125,000. The balance of the funding for the casting of the five life-size bronze statues ($25,000 per statue) is being sought from the private sources. If you or your company would like to contribute, click here.

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Buy a Brick!

Help Build the Monument!
Want to make a contribution to the Pioneers of Montgomery monument project? You can support the Pioneers of Montgomery project by buying brick. Custom bricks memorializing your family, an ancestor, historic events or dates, etc. can be purchased from the Patrons of Cedar Brake Park for $50 for a 4" X 8" brick or two 4" X 8" bricks for $90. You can also purchase a 8" X 8" memorial brick for $125.

These bricks will be placed as part of the paved walking trail in Cedar Brake Park. All profits from the sale of the bricks will go directly to the monument project. Click here for a copy of the memorial brick order form. Checks should be made payable to Patrons of Cedar Brake Park. The checks and order forms should be sent to Patrons of Cedar Brake Park, P.O. Box 1303, Montgomery, Texas 77356.
will be recognized on this web site. Patrons of Cedar Brake Park is a 501(c)(3) tax exempt organization and contributions to the "Pioneers of Montgomery" historical monument project are tax deductible. For more information about purchasing a table-top bronze statue or to make a contribution contact Sonya Clover at 713-899-0128.

Four of the Five Tabletop Castings Being Inspected at the Foundry

Fundraiser for "The Pioneers of Montgomery" Monument

Scheduled for October 12, 2013

The first fundraiser for "The Pioneers of Montgomery" historical monument has been scheduled for Saturday, October 12, 2013 in Montgomery, Texas. The fundraiser will be held at the Lone Star Community Center in Montgomery located at 2500 Lone Star Parkway and will be held between the hours of 6 p.m. and 9 p.m. "The Pioneers of Montgomery" historical monument fundraiser will feature a live auction and a silent auction to raise funds for the casting and erection of the monument. The Patrons of Cedar Brake Park hope to see everyone interested in preserving the history of historic Montgomery, Texas there.

The Artist
Lynn Peverill

Lynn Peverill is a multi-medium artist whose work has been described as both edgy and lively in a contemporary realism style. Her paintings capture movement and emotion in a loosely rendered interpretation of everyday life. Lynn’s subjects are captivating ranging from portraiture, boldly palliated landscapes and whimsically sketched caricatures. Her award winning pieces have been juried into galleries from Galveston to the Montgomery County areas and are included in many private collections nation-wide.

Lynn’s sculptures have garnered prizes as well celebrated for their robust and dynamic composition. Her pieces have been invited into the Lowman Student Center Gallery at Sam Houston University for a one-person exhibition in addition to showing at many other area galleries.

Lynn is currently working on a monument piece for Cedar Brake Park in the City of Montgomery Texas, which depicts the extraordinary people who built Montgomery. The life sized five-figure piece includes Charles B Stewart, the designer of the Texas Sate Flag and State Seal, a farmer, a rancher, a logger and a pioneer woman. Named “The Pioneers of Montgomery”. The project is entirely conceptualized by Lynn but is a community led endeavor.

Lynn is the organizer and chairwomen of “Chalk up Conroe”, an annual street chalk art event to benefit breast cancer research, serves on the Conroe Art League Board of Directors and has been costumer to the Crighton Players at the Owen Theater in downtown Conroe Texas for the past nineteen years.

When Conroe began its historical bench beautification project. Lynn was awarded two benches for her unique designs, one being a sculptural relief of Conroe’s World War Two Base and the other a painted homage to the Crighton Players featuring many of the shows she has costumed.

Lynn currently resides in Montgomery and teaches secondary art at Covenant Christian School in Conroe Texas. She is the wife of William, mother to two children and grandmother to three boys.

For more information about the art of Lynn Peverill, see http://www.lynnpeverill.com.
Above is the original drawing of the Lone Star Flag of Texas by Charles Bellinger Stewart. The original drawing is located in the Texas State Library and Archives Commission in the Lorenzo de Zavala Building in Austin, Texas.

Beautiful Cedar Brake Park located in Montgomery, Texas, future site of "The Pioneers of Montgomery" Monument.

If you would like to sponsor this worthy endeavor, contact Patrons of Cedar Brake Park. Patrons of Cedar Brake Park is a 501(c)(3) tax exempt organization. Contact information for Patrons of Cedar Brake Park: (713) 899-0128 or Patrons of Cedar Brake Park, P.O. Box 1303, Montgomery, Texas 77356.
Sonya Clover with Patrons of Cedar Brake Park made a presentation about the proposed monument to be placed in Cedar Brake Park to be called "The Pioneers of Montgomery." This presentation was made to the many guests attending the 2012 Montgomery, Texas Founders Day breakfast on July 7, 2012.

2012 is the 175th Birthday of Montgomery, Texas

175 Montgomery, Texas 1837-2012 logo is used with permission from Historic Montgomery Business Association. All rights reserved.
(936) 597-6800
Open now: 6AM–6:30PM

Popular times Tuesdays

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Child Care Search Result Details

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

Operation Number: 1551579
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Little Angels Early Learning Academy
Location Address: 21265 EVA ST
                       MONTGOMERY, TX 77356
                       PO BOX 1892
                       MONTGOMERY, TX 77356
Mailing Address:
Phone Number: 936-597-6800
County: MONTGOMERY
Website Address: www.littleangelsearlylearning.com
Email Address: littleangelsearlylearning@gmail.com
Administrator/Director Name: Cecilia Cavanaugh
Type of Issuance: ?
Issuance Date: 9/9/2015
Conditions on Permit: ?
Accepts Child-Care Subsidies: ?
Hours of Operation: 06:00 AM-08:00 PM
Days of Operation: Monday - Saturday
Total Capacity: 49
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 49
Number Of Admin Penalties: 0
Corrective Action: ?
Adverse Action: ?
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.

http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityDetails.asp?otype=DC&fid=1161003
In the last two years, Licensing conducted the following:

- **10** - Inspections
- **0** - Assessments
- **0** - Self Reported Incidents
- **2** - Reports

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

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

**Two Year Compliance Summary**

- During the last two years, 1826 standards were evaluated for compliance at this operation.

- Of the standards evaluated **23** 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**
  - 14 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.*

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**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.
LAELA #1 - Program

Educational Fun
No matter what age your student is, we have a program that is fun, educational and specifically tailored to his or her age group. All of our classes work to prepare children for the next stage of their educational lives, all while encouraging social interaction, fun and Christian values.

Enroll Today!
Little Angels Early Learning Academy classes are convenient for families living in Montgomery, Willis, Magnolia and Conroe areas of Texas. All of our facilities are kept clean and sanitary to ensure a healthy environment for our learners.

Facility Information
Little Angels Early Learning Academy #1 is excited to be in Montgomery. Our goal is to provide a strong early education foundation for all children. Our academy will not only be safe, comfortable and fun, but be supported by an academic structure and a strong spiritual environment. We will create a loving, Christian atmosphere that gives children the opportunity to grow and learn through concrete, hands-on experiences which are crucial to a child’s growth and development. The academic approach we have chosen provides a child-centered curriculum planned and directed by teachers, where children are encouraged and nurtured through social and emotional skills. These experiences begin building that strong foundation each child needs for their academic learning. We look forward to working as a team with the families as we promote an integrated, care-giving learning center. It is the happy place that will make you, your child and our staff smile!

In everything set them an example by doing what is good. In your teaching show integrity, seriousness and soundness of speech that cannot be condemned, so that those who oppose you may be ashamed because they have nothing bad to say about us.

- Titus 2:7-8
Follow us

Facebook

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And all your children shall be taught of the Lord; and great shall be the peace of your children.
- Isaiah 54:13

Train up your child in the way he should go; and when he is old, he will not depart from it.
- Proverbs 22:6

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Updated: February 8, 2017 0:11 AM
Kroger Pharmacy

$-

Pharmacy

20168 Eva St, Montgomery, TX 77356

https://www.google.com/maps/place/Kroger+Pharmacy/@30.3875801,-95.6775198,17z/data=!4m5!3m4!1s0x0:0x280138532cc7b81af8m2!3d30.3900772!4d-95.6775198
Montgomery Kroger
Montgomery, TX Grocery Store
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Montgomery, TX 77356

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Store Hours:
Sun - Sat: 6:00 AM - 10:00 AM

Click here for fulfillment options:

Pickup

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Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 8:00 PM
Sat: 9:00 AM - 6:00 PM

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

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Atm  Kitchen Place
Available  Meat Department
Baby World  Money Services
Bakery  Murray's Cheese
Bath  Natural And Organics
Beer  Olive Bar
Bistro  Online Deli/Bakery Ordering
Boar's Head  Perishables
Books And Magazines  Pharmacy
Check Cashing  Propane
Cheese Counter  Red Box
Clicklist Pickup  Rotisserie Chicken
Coin Star  Salad Bar
Cosmetics  Seafood Department
Deli  Self Checkout
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Expresslane  Sushi
Floral  Tortilla
Free Wireless Access  Videos
Fried Chicken  Western Union
Gas Station  Wine
Grocery

Gift Cards

https://www.kroger.com createStoreDetails/034/00142?cid=loc03400142_gmb
CareNow Urgent Care

4.6 ★★★★★ · 19 reviews

Urgent care center

20042 Eva St, Montgomery, TX 77356

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carenow.com
(936) 207-2525
Open now: 8AM–9PM

Popular times

Review summary

5 ★
4 ★
3 ★
2 ★
1 ★

4.6

"This **place** is clean, neat, and they have a super friendly **staff**!"

"This **location** refused to charge us the contracted **rate** of $30.00 for the visit."

"And she took a manual **blood pressure**, which I absolutely love!"
Montgomery

Montgomery

20042 Eva St Ste. 120
Montgomery, TX 77356
Fax: 936-597-3355

Our Hours

Web Check-in®

Call (toll-free: 844-463-7362)

About Montgomery

CareNow® has opened a new urgent care clinic in Montgomery, Texas on Aug. 29, 2017. The Montgomery clinic will treat patients of all ages for minor emergencies, injuries and illnesses. This will be the second CareNow® location in the greater Houston area.

Each CareNow® clinic is staffed by experienced healthcare professionals dedicated to patient safety and satisfaction. Walk-in patients are always welcome, and the clinic offers after-hours care Monday through Friday. CareNow® also accepts most health insurance plans.[/insurance/index.do].

Find the Montgomery clinic

The clinic is located at 20042 Eva St., Ste. 120 in Montgomery right by Kroger and within a few miles of Montgomery Junior High School and Stewart Creek Elementary School.

What we treat

- Colds[/colds]
- Minor cuts[/minor-cuts]
- Bruises()
- Scrapes and lacerations()
- Eye infections[/eye-infections]
- Bronchitis[/bronchitis]
- Burns[/burns]
- Pink eye[/pink-eye]
- Rashies[/rashes]
- Allergies[/allergies]
- Muscle strains or sprains[/muscle-strains-sprains]
- Strep throat[/strep-throat]
- Flu or flu-like symptoms[/flu-like-symptoms]
- Ear infections[/ear-infections]

If you are experiencing a medical emergency, please dial 911 for immediate assistance. If you visit a CareNow® clinic and your condition is more serious than our staff can treat, we will help facilitate your transportation to the nearest ER.

Family medicine and occupational health services
The clinic also provides a range of family medicine services, including annual check-ups, immunizations and back-to-school physicals. Montgomery businesses can sign up for occupational medicine services and send employees to the clinic for drug testing, on-the-job injury care and pre-employment medical exams. CareNow urgent care clinics treat children older than three months.

Clinic hours

- Mon-Fri: 8:00AM – 9:00PM
- Saturday: 8:00AM – 8:00PM
- Sunday: 8:00AM – 5:00PM

Contact Information

Main Number
936-207-2525 (tel:936-207-2525)

Fax Number
936-597-3355

Mailing Info
Montgomery
2042 Eva St, Ste. 120
Montgomery, TX 77356

[Google Map]
About

Serving the Greater Houston community

CareNow® is the new choice for convenient, quality medical care at an affordable price. Our clinics provide trusted urgent care (patient-services/urgent-care.dot), family care (patient-services/family-care.dot) and occupational medicine (patient-services/occupational-medicine.dot) services.

Urgent Care clinic locations near Houston

CareNow® urgent care is expanding throughout the greater Houston area from Conroe and The Woodlands area to League City and Montgomery. We are proud to serve the local communities that make up the greater Houston area.

No appointment necessary

Don't wait to make an appointment when you need immediate medical care. Instead, visit a CareNow® clinic (locations/houston) when you are sick or injured. Our modern, clean and comfortable urgent care centers are designed for walk-in patients. This takes out the hassle of scheduling an appointment and finding the right time in your busy schedule.

Open seven days a week

The CareNow® clinics in Houston are open seven days a week and provide after-hours care Monday through Friday. By staying open late on weekdays, we are ready when you need us the most.

CareNow® urgent care hours

- Mon-Fri: 8:00am – 9:00pm
- Saturday: 8:00am – 8:00pm
- Sunday: 8:00am – 5:00pm

Web Check-in available

In addition to extended hours and ever-expanding locations, CareNow® also offers Web Check-In® (https://wc.carenow.com/#/home/), which allows you avoid spending time in the waiting room. This convenient feature can be used on the go for all CareNow locations.

Experienced healthcare professionals and friendly staff

CareNow® is focused on the entire patient experience. From the moment you walk through our front door to the treatment process and check-out, we are committed to the highest level of customer service. This is why we employ experienced healthcare providers and staff dedicated to improving the lives of our patients.

If you have any questions about our services, providers or locations, please contact us today! (contact-us/)

Access to Services

If you have a disability and require assistance or accommodation, please contact the manager of the clinic or practice you will visit. A full description of our access to services can be found on our Patient Rights and Responsibilities page. (about/patient-rights.dot)
### Educational Attainment

**2012-2016 American Community Survey 5-Year Estimates**

Survey website in the Methodology section.

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 6945, Montgomery County, Texas</th>
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<tr>
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<td><strong>Margin of Error</strong></td>
<td><strong>Percent</strong></td>
<td><strong>Males</strong></td>
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<td><strong>(X)</strong></td>
<td><strong>Estimate</strong></td>
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<td>(X)</td>
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<tr>
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<tr>
<td></td>
<td>Total</td>
<td>Percent</td>
<td>Males</td>
<td></td>
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<td>Estimate</td>
<td>Margin of Error</td>
<td>Estimate</td>
<td>Margin of Error</td>
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<td></td>
<td></td>
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<tr>
<td>EDUCATIONAL ATTAINMENT</td>
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<td></td>
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<td>Native Hawaiian and Other Pacific Islander alone</td>
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<td>(X)</td>
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<tr>
<td>High school graduate or higher</td>
<td>0</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
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<td>Some other race alone</td>
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<td>(X)</td>
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<tr>
<td>Bachelor's degree or higher</td>
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<td>+/-82</td>
<td>71.4%</td>
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<td>Two or more races</td>
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<td>(X)</td>
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<td>+/-18</td>
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<td>+/-50.4</td>
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<td>Hispanic or Latino Origin</td>
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<td>185</td>
<td>+/-110</td>
<td>41.4%</td>
<td>+/-22.3</td>
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<td>POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT</td>
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<tr>
<td>Less than high school graduate</td>
<td>(X)</td>
<td>(X)</td>
<td>8.4%</td>
<td>+/-9.7</td>
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<tr>
<td>High school graduate (includes equivalency)</td>
<td>(X)</td>
<td>(X)</td>
<td>3.3%</td>
<td>+/-3.5</td>
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<tr>
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<td>(X)</td>
<td>1.3%</td>
<td>+/-2.0</td>
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<tr>
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<td>(X)</td>
<td>0.6%</td>
<td>+/-1.0</td>
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<td>MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)</td>
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<td>+/-7,020</td>
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<tr>
<td></td>
<td>Males</td>
<td>Percent Males</td>
<td>Females</td>
<td>Percent Males</td>
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<td>Margin of Error</td>
<td>Estimate</td>
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<td>Estimate</td>
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<td>(X)</td>
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<td>+/-1.7</td>
<td>21</td>
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<td>+/-6.7</td>
<td>809</td>
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<tr>
<td>Associate's degree</td>
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<td>+/-4.0</td>
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<td>(+/-3.2)</td>
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<td>(+/-8.1)</td>
<td>(X)</td>
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<td>Population 25 to 34 years</td>
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<td>(X)</td>
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<td>+/-17.0</td>
<td>336</td>
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<td>Population 45 to 64 years</td>
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<td>(X)</td>
<td>(X)</td>
<td>1,568</td>
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<td>High school graduate or higher</td>
<td>+/-138</td>
<td>92.0%</td>
<td>+/-5.5</td>
<td>1,552</td>
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<td>Bachelor's degree or higher</td>
<td>+/-141</td>
<td>40.6%</td>
<td>+/-9.7</td>
<td>576</td>
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<tr>
<td>Population 65 years and over</td>
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<td>(X)</td>
<td>509</td>
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<td>32.5%</td>
<td>+/-14.4</td>
<td>42</td>
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<td>RACE AND HISPANIC OR LATINO ORIGIN BY EDUCATIONAL ATTAINMENT</td>
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<td></td>
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<tr>
<td>White alone</td>
<td>+/-240</td>
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<td>(X)</td>
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<td>+/-5.6</td>
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<td>(X)</td>
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</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-234</td>
<td>92.9%</td>
<td>+/-3.3</td>
<td>2,794</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-172</td>
<td>40.3%</td>
<td>+/-5.7</td>
<td>1,078</td>
</tr>
<tr>
<td>Black alone</td>
<td>+/-44</td>
<td>(X)</td>
<td>(X)</td>
<td>64</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-44</td>
<td>100.0%</td>
<td>+/-52.4</td>
<td>64</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-44</td>
<td>94.6%</td>
<td>+/-19.1</td>
<td>14</td>
</tr>
<tr>
<td>American Indian or Alaska Native alone</td>
<td>+/-33</td>
<td>(X)</td>
<td>(X)</td>
<td>16</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-33</td>
<td>100.0%</td>
<td>+/-55.5</td>
<td>16</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-33</td>
<td>100.0%</td>
<td>+/-55.5</td>
<td>0</td>
</tr>
<tr>
<td>Asian alone</td>
<td>+/-85</td>
<td>(X)</td>
<td>(X)</td>
<td>0</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-85</td>
<td>100.0%</td>
<td>+/-38.3</td>
<td>0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-85</td>
<td>97.1%</td>
<td>+/-11.0</td>
<td>0</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander alone</td>
<td>+/-18</td>
<td>(X)</td>
<td>(X)</td>
<td>0</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
<td>0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
<td>0</td>
</tr>
</tbody>
</table>

02/26/2018
<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 6945, Montgomery County, Texas</th>
<th>Males</th>
<th>Females</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Males</td>
<td>Percent Males</td>
<td>Females</td>
</tr>
<tr>
<td></td>
<td>Margin of Error</td>
<td>Estimate</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>Some other race alone</td>
<td>+/-34</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-18</td>
<td>0.0%</td>
<td>+/-67.9</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-18</td>
<td>0.0%</td>
<td>+/-67.9</td>
</tr>
<tr>
<td>Two or more races</td>
<td>+/-18</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
</tr>
<tr>
<td>Hispanic or Latino Origin</td>
<td>+/-102</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>+/-74</td>
<td>72.3%</td>
<td>+/-21.0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-45</td>
<td>16.4%</td>
<td>+/-24.9</td>
</tr>
</tbody>
</table>

**POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT**

| Less than high school graduate               | (X)      | 6.3%     | +/-10.8  | (X)      | (X)             |
| High school graduate (includes equivalency)  | (X)      | 0.0%     | +/-6.1   | (X)      | (X)             |
| Some college or associate's degree           | (X)      | 0.0%     | +/-3.9   | (X)      | (X)             |
| Bachelor's degree or higher                  | (X)      | 0.0%     | +/-2.9   | (X)      | (X)             |

**MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)**

<p>| Population 25 years and over with earnings   | +/-8,379  | (X)      | (X)      | 49,400   | +/-6,637       |
| Less than high school graduate               | +/-27,432 | (X)      | (X)      | -        | **             |
| High school graduate (includes equivalency)  | +/-17,244 | (X)      | (X)      | 33,654   | +/-19,450      |
| Some college or associate's degree           | +/-21,122 | (X)      | (X)      | 38,674   | +/-26,307      |
| Bachelor's degree                            | +/-38,519 | (X)      | (X)      | 52,788   | +/-12,869      |
| Graduate or professional degree              | +/-33,555 | (X)      | (X)      | 84,038   | +/-58,899      |</p>
<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 6945, Montgomery County, Texas</th>
<th>Percent Females</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimate</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>Population 18 to 24 years</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Less than high school graduate</td>
<td>18.8%</td>
<td>+/-22.9</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>35.0%</td>
<td>+/-33.8</td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>46.2%</td>
<td>+/-33.5</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0.0%</td>
<td>+/-12.6</td>
</tr>
<tr>
<td>Population 25 years and over</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Less than 9th grade</td>
<td>0.3%</td>
<td>+/-0.5</td>
</tr>
<tr>
<td>9th to 12th grade, no diploma</td>
<td>2.2%</td>
<td>+/-2.6</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>25.6%</td>
<td>+/-5.8</td>
</tr>
<tr>
<td>Some college, no degree</td>
<td>24.9%</td>
<td>+/-6.2</td>
</tr>
<tr>
<td>Associate's degree</td>
<td>8.6%</td>
<td>+/-3.9</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>28.1%</td>
<td>+/-7.0</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>10.2%</td>
<td>+/-3.8</td>
</tr>
<tr>
<td>Percent high school graduate or higher</td>
<td>97.4%</td>
<td>+/-2.7</td>
</tr>
<tr>
<td>Percent bachelor's degree or higher</td>
<td>38.4%</td>
<td>+/-6.9</td>
</tr>
<tr>
<td>Population 25 to 34 years</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>100.0%</td>
<td>+/-7.0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>56.8%</td>
<td>+/-17.3</td>
</tr>
<tr>
<td>Population 35 to 44 years</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>95.6%</td>
<td>+/-4.6</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>51.1%</td>
<td>+/-15.2</td>
</tr>
<tr>
<td>Population 45 to 64 years</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>99.0%</td>
<td>+/-1.7</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>36.7%</td>
<td>+/-9.9</td>
</tr>
<tr>
<td>Population 65 years and over</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>92.3%</td>
<td>+/-7.8</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>21.3%</td>
<td>+/-8.0</td>
</tr>
</tbody>
</table>

**RACE AND HISPANIC OR LATINO ORIGIN BY EDUCATIONAL ATTAINMENT**

<table>
<thead>
<tr>
<th>Race Group</th>
<th>Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>White alone</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>97.3%</td>
<td>+/-2.8</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>38.3%</td>
<td>+/-7.6</td>
</tr>
<tr>
<td>White alone, not Hispanic or Latino</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>97.1%</td>
<td>+/-3.0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>37.5%</td>
<td>+/-7.6</td>
</tr>
<tr>
<td>Black alone</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>100.0%</td>
<td>+/-39.8</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>21.9%</td>
<td>+/-41.3</td>
</tr>
<tr>
<td>American Indian or Alaska Native alone</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>100.0%</td>
<td>+/-79.6</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0.0%</td>
<td>+/-79.6</td>
</tr>
<tr>
<td>Asian alone</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>-</td>
<td>**</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>-</td>
<td>**</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander alone</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>-</td>
<td>**</td>
</tr>
</tbody>
</table>
### Subject
Census Tract 6945, Montgomery County, Texas

#### Percent Females

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor's degree or higher</td>
<td>-</td>
<td>**</td>
</tr>
<tr>
<td>Some other race alone</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>100.0%</td>
<td>+/-43.0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>100.0%</td>
<td>+/-43.0</td>
</tr>
<tr>
<td>Two or more races</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>100.0%</td>
<td>+/-50.4</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0.0%</td>
<td>+/-50.4</td>
</tr>
<tr>
<td>Hispanic or Latino Origin</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>100.0%</td>
<td>+/-12.9</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>57.8%</td>
<td>+/-26.3</td>
</tr>
</tbody>
</table>

#### POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than high school graduate</td>
<td>14.6%</td>
<td>+/-22.8</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>5.7%</td>
<td>+/-5.9</td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>2.5%</td>
<td>+/-3.8</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>1.1%</td>
<td>+/-2.0</td>
</tr>
</tbody>
</table>

#### MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)

<table>
<thead>
<tr>
<th>Education</th>
<th>Population 25 years and over with earnings</th>
<th>(X)</th>
<th>(X)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than high school graduate</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>(X)</td>
<td>(X)</td>
<td></td>
</tr>
</tbody>
</table>

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Questions for "wage and salary" and "tips, bonuses and commissions" were asked separately for the first time during non-response follow-up via Computer Assisted Telephone Interview (CATI) and Computer Assisted Personal Interview (CAPI). Prior to 2013 these questions were asked in combination, "wages, salary, tips, bonuses and commissions."

While the 2012-2016 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An ** entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '+' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '*' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An **** entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution.
ended distribution. A statistical test is not appropriate.

6. An ‘*****’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

7. An ‘N’ entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

8. An ‘(X)’ means that the estimate is not applicable or not available.
MONTGOMERY, TX (CITY CENTER) CRIME

TOTAL CRIME INDEX

<table>
<thead>
<tr>
<th>Index</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Crime Index</td>
<td>91</td>
</tr>
<tr>
<td>(100 is safest)</td>
<td></td>
</tr>
<tr>
<td>Safer than 91% of U.S. neighborhoods.</td>
<td></td>
</tr>
</tbody>
</table>

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th>Type</th>
<th>Violent</th>
<th>Property</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>4</td>
<td>47</td>
<td>51</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>0.62</td>
<td>7.34</td>
<td>7.97</td>
</tr>
</tbody>
</table>

VIOLENT CRIME INDEX

<table>
<thead>
<tr>
<th>Index</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violent Crime Index</td>
<td>87</td>
</tr>
<tr>
<td>(100 is safest)</td>
<td></td>
</tr>
<tr>
<td>Safer than 87% of U.S. neighborhoods.</td>
<td></td>
</tr>
</tbody>
</table>

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>Type</th>
<th>Murder Index</th>
<th>Rape Index</th>
<th>Robbery Index</th>
<th>Assault Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index</td>
<td>33</td>
<td>64</td>
<td>72</td>
<td>88</td>
</tr>
</tbody>
</table>

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

<table>
<thead>
<tr>
<th>Location</th>
<th>Murder Index</th>
<th>Rape Index</th>
<th>Robbery Index</th>
<th>Assault Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Center</td>
<td>0.62</td>
<td>3.72</td>
<td>4.12</td>
<td>4.12</td>
</tr>
<tr>
<td>Montgomery</td>
<td>7.34</td>
<td>7.28</td>
<td>7.97</td>
<td>7.97</td>
</tr>
<tr>
<td>Texas</td>
<td>3.8</td>
<td>3.8</td>
<td>3.8</td>
<td>3.8</td>
</tr>
</tbody>
</table>

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 1,601 in City Center
1 IN 269 in Montgomery
1 IN 243 in Texas
MONTGOMERY VIOLENT CRIMES

POPULATION: 806

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
</tr>
</tbody>
</table>

UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

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

PROPERTY CRIME INDEX

91

(100 is safest)

Safer than 91% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

BURGLARY INDEX 74
THEFT INDEX 93
MOTOR VEHICLE THEFT 92

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 136
in City Center

1 IN 115
in Montgomery

1 IN 35
in Texas
# Montgomery Property Crimes

**Population:** 806

<table>
<thead>
<tr>
<th></th>
<th>Burglary</th>
<th>Theft</th>
<th>Motor Vehicle Theft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
</tr>
</tbody>
</table>

# United States Property Crimes

**Population:** 321,418,820

<table>
<thead>
<tr>
<th></th>
<th>Burglary</th>
<th>Theft</th>
<th>Motor Vehicle Theft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>1,579,527</td>
<td>5,706,346</td>
<td>707,758</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>4.91</td>
<td>17.75</td>
<td>2.20</td>
</tr>
</tbody>
</table>

---

Copyright © 2000-2018 Location, Inc®. All trademarks displayed in this report are property of Location, Inc®.
OUR MISSION: To provide home delivered meals and transportation services to the homebound elderly of Montgomery County.

Nourished Senior. Nourished Community.

Volunteer!

http://www.mowmc.org/
Whether it's volunteering on the weekends or helping with a mailer, we have a wide variety of volunteer opportunities sure to fit your schedule. See how you can help our homebound seniors!

**From the Blog**

Meet our seniors, volunteers, and donors. Read about our senior issues, volunteer programs, and more!

**Conroe Location Changes**

*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 [...]

**Harvey Recovery- A letter From Summer Day**

Hello friends —

For those who I have not had the pleasure of meeting (yet!), I wanted to introduce myself. My name is Summer Day, and I am honored to be new the Executive Director of [...]
Want to Help?

After a lifetime of giving, seniors deserve our time and commitment to helping them remain happy and healthy. Through Meals on Wheels Montgomery County, there are a variety of ways to do that.

<table>
<thead>
<tr>
<th>VOLUNTEER</th>
<th>DONATE</th>
<th>CONNECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>With volunteers, we are able to do more and be more. There are many ways in which you can volunteer and support seniors in our community. Learn more about ways to get involved.</td>
<td>Donations keep our well-oiled machine going. With contributions from people like you, we are able to serve more meals and provide more seniors the opportunity to stay in the comfort of their own home. Learn more about ways to give.</td>
<td>We’d love to stay in touch with you! Follow us on social media, and don’t forget to sign up for email updates.</td>
</tr>
</tbody>
</table>

Meals on Wheels Montgomery County – By The Numbers

- 0 - Volunteer Hours
- 0 - Clients Served
- 0 - Meals Served

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

http://www.mowmc.org/
towards providing programs and services. Additionally, 100% of your donation will remain in Montgomery County, funding programs that serve local seniors.
2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

<table>
<thead>
<tr>
<th>Angelina</th>
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<td>Stephens</td>
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<td>Matagorda</td>
<td>Tyler</td>
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<td>Milam</td>
<td>Van Zandt</td>
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<td>Harrison</td>
<td>Montgomery</td>
<td>Victoria</td>
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<td>Newton</td>
<td>Walker</td>
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<td>Waller</td>
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<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
<td></td>
</tr>
</tbody>
</table>
NH Heritage LP

Tab 10 – Readiness to Proceed Narrative

1. **Evidence county is in Disaster Impacted County:** Included behind this sheet.

2. **Evidence of appropriate zoning:** Included behind this sheet.

3. **Loan or equity commitments:** Commitments from both our equity and debt partners are included behind Tab 35. Each specifically acknowledge that the capital providers will be able to close the construction financing prior to the last business day of October 2018.

4. **Documentation from lender of lender’s critical path schedule:** Lender’s critical path schedule is included in letters behind Tab 35.

5. **Signed architect contract:** A signed architect contract is included behind this sheet.

6. **Critical path schedule from architect:** Included behind this sheet.

7. **Description from architect on stage of plans:** Included behind this sheet.

8. **Description of timing from property acquisition:** Developer is current land owner. Property will be conveyed to Development Owner at construction loan closing.

9. **Description of timing for construction permits:** Architect’s critical path shows plans being ready to submit for permits by May 2018 with construction permits received by September 2018. This schedule assumes a few rounds of comments from the municipality and adequate time to address requested revisions.

10. **Evidence of selection of construction contractor:** Blazer Building Texas, LLC, a related party to the Developer and Development Owner, will be the construction contractor.

11. **Description of timing for execution of construction contracts:** Upon receipt of permit issue plans in May 2018, the construction contractor will begin bidding out the cost to build the planned development. Upon conclusion of the bidding process, the construction contract will be finalized and executed in September 2018.

12. **Detailed construction schedule:** Included behind this sheet.
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>
<th>Fayette</th>
<th>Jefferson</th>
<th>Orange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin</td>
<td>Fort Bend</td>
<td>Karnes</td>
<td>Polk</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Galveston</td>
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<td>Sabine</td>
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<td>Jackson</td>
<td>Newton</td>
<td>Walker</td>
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<tr>
<td>DeWitt</td>
<td>Jasper</td>
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<td>Waller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wharton</td>
</tr>
</tbody>
</table>
January 31, 2018

Mr. Matt Fuqua
Nantucket Housing, LLC
Blazer Building Texas, LLC
9219 Katy Freeway, Suite 200
Houston, Texas 77024

Re: City of Montgomery
Heritage Seniors
Heritage Plaza, Section 1
Restricted Reserve “B”

Dear Mr. Fuqua:

City staff has reviewed the suitability of the referenced tract for multifamily residential use. The subject tract is in the City of Montgomery corporate limits and is zoned “R2-Multifamily Residential”. Therefore, it is our opinion that the proposed use is allowed on the property as 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
CONSTRUCTION DOCUMENTS FEE PROPOSAL
Heritage Seniors

Chris Richardson
Blazer Residential, Inc.
4001 W. Sam Houston Pkwy. N., Suite 100
Houston, TX 77043

Job No. 1610
February 28, 2018

Dear Chris:

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

Scope Of Services

1. Design of 80 unit seniors apartment project, in 3 story elevator-served building.
2. Design of 4 unique one and two bedroom unit types.
3. Design of handicap accessible units for each of the above types, with associated parking.
4. Design of site plan including landscaped courtyard with pool and Grille House.
5. Design of new +/- 5,100 s.f. Amenity Center including all interior detailing.
6. Design of interior breezeways, common laundries, and elevator cores.
7. Design of entire project exterior of brick and hardiplank siding veneer.
8. Coordination with Owner’s Civil Engineer.
9. Provision of all Structural and Mechanical/Electrical/Plumbing Engineering for this project as part of this design fee.
11. Construction administration as requested, to include monthly site inspections and review of submittals.

Guaranteed Maximum Fee Explanation

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

**Estimate Of Fees**

**ARCHITECTURAL:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
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<tr>
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<tr>
<td>Consultation</td>
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<td>$ 36.00</td>
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<tr>
<td>Total Principal Fees</td>
<td>36.00</td>
<td>$ 6,480.00</td>
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<tr>
<td>Staff Documentation/Detailing</td>
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<td>$134,200.00</td>
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<tr>
<td>Total Architectural Design Fees</td>
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<td>$140,680.00</td>
</tr>
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</table>

**STRUCTURAL ENGINEERING:**

Construction Documents by Gerry Wynne, Big Red Dog

$20,000.00

**MEP ENGINEERING:**

Construction Documents by Jair Vasquez, HGE Engineers

$18,000.00

**Total Construction Documents Design Fees**

$178,680.00

**CONSTRUCTION ADMINISTRATION** (estimate)

$ 15,000.00

**Additional Services**

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

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

**Construction Administration**

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

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

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

Will Cummings, Sr. Associate  
Paul Titterington, Sr. Associate  
David Howland, Sr. Associate
or suppliers, or other data requested by the Owner to substantiate the Contractor's right to payment, and will not ascertain how or for what purpose the Contractor has used money previously paid on the Contract Sum account.

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

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

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

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

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

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

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

**Reimbursable Expenses**

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

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

**Items Provided By Owner To Architect**

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

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

**Invoicing Procedures**

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

**Liability For Construction Defects**

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

Mark S. Mucasey, A.I.A. 4808 Gibson St., Suite 200  Houston, Texas 77007
Principal

Tel. (713)521-1233  Fax (713)520-1904
E-mail: office@mucaseyarchitects.com

Will Cummings, Sr. Associate
Paul Titterington, Sr. Associate
David Howland, Sr. Associate
Ownership Of The Documents

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

Suspension And Termination Of This Contract

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

Miscellaneous Provisions

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

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

Very truly yours,

[Signature]
Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

[Signature]
Accepted
Z. 26-2018
Date

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

Will Cummings, Sr. Associate
Paul Titterington, Sr. Associate
David Howland, Sr. Associate
CRITICAL PATH SCHEDULE: Site Development/Bldg. Permit
Project Architect: Mucasey & Associates, Architects
Project Name: Heritage Seniors
Date: March 1, 2018

Tax Credit Package complete as of March 1, 2018, and submitted to TDHCA

March 8-22 Develop architectural wall and building sections, roof plans, building floor slopes, and details to enable the issuance of Engineering Backgrounds. Initiate Soils Testing to enable foundation design and production of Geotechnical Report.

March 8-June 8 Initiate Platting procedure if required.

March 22 Issue Autocad backgrounds to civil, structural, and MEP engineers.

March 22-May 5 Complete Architectural, Civil, Structural, and MEP Building Permit Documents.

May 5-12 Coordination of Architectural and Engineering Drawings for Permit Submittal.

May 12 Submittal for Permit in Montgomery, Texas.

May 12-August 12 Resolution of all Permit Comments and Issuance of City Permit, to include recordation of Plat if required, and payment of all permit fees, water and wastewater/storm fees.

October 16-30 Close on property

October 31 Begin mobilization and construction

Submitted by:

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

Date 2/26/18
CURRENT STAGE OF ARCHITECTURAL DRAWINGS

Project Architect: Mucasey & Associates, Architects
Project Name: Heritage Seniors

The completed Tax Credit Submittal Package produced in Autocad will serve as the basis for the Building Permit Documents. All Preliminary Design Work for this project has been completed including:

Site design of building placements with regards to setbacks and easements, parking lot layouts, firelane layouts to comply with hoselay requirements, sidewalk design to provide all accessible routes to all ground floor and handicap units and connecting all units to all amenities and public sidewalk/R.O.W., dumpster design and layout, fencing and gates, pool and deck design, guest entry lane/telephone, and monument sign placement.

Typical unit design of all units, including layouts of Baths, Kitchens, Computer Desks, Closets, wall layouts, door sizes and layouts, window placement that is coordinated with exterior design, balcony design, flooring extent and design, and furniture layouts to justify design of Living/Dining.

Building design including breezeways, corridors, stairwells, elevators (if required), fire sprinkler closets, and specific units and their variations throughout the building layout.

Exterior elevations of all exterior exposures of all building types including roof slopes, fascia and cornice detailing, balcony and stair railing details, window design and detailing, exterior doors and detailing, and all exterior veneer layout and detailing.

Amenity Center design including all interior layouts of public areas, public Toilet Room design, public Kitchen area design, Management Office layout and design, Business Center design, Fitness Center design, Mailbox Center design, Public Laundry design, and all mechanical closets required.

Grille House design including covered pavilion, grille and furniture detailing, and all exterior elevations and detailing.

Based on the completed design work to compile the Tax Credit Submittal, the Preliminary Structural Design of the buildings has been completed by the Architect, including design of building technology to allow the proper layout in Autocad of all building plans and exterior elevations, that include the proper sized floor and roof trusses, and extents of foundations.

Based on the completed design work to compile the Tax Credit Submittal, the Preliminary Mechanical/Electrical Design of the units, buildings, and Amenity Buildings has been completed by the Architect including meter bank locations, condensing unit locations at all buildings, air-conditioning closet locations, hot water heater locations, and appliance locations that will serve as the basis for the Construction Documents.

The above design work that has been completed by the March 1, 2018 submittal date will enable the civil, structural, and MEP Engineers to immediately begin producing their individual Construction Document Packages without further delay, which will expedite the remaining time required to compile the full Building Permit Submittal Package.

Submitted by:

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

Date
Tab 11

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

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

<table>
<thead>
<tr>
<th>Site Control:</th>
<th>Site Plan:</th>
<th>Appraisal:</th>
<th>ESA:</th>
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</thead>
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<tr>
<td>4.09</td>
<td>4.09</td>
<td>4.09</td>
<td>4.09</td>
</tr>
</tbody>
</table>

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

   Please provide an explanation of any discrepancies in site acreage below:
   
   **No discrepancies to report.**

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>Nantucket Housing, LLC</td>
<td>Matt Fuqua</td>
</tr>
</tbody>
</table>

   Address
   
<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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</thead>
<tbody>
<tr>
<td>Houston</td>
<td>TX</td>
<td>77043</td>
<td>10/21/2013</td>
</tr>
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</table>

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

   **Yes**

   If "Yes," please explain: **Existing land owner is the Developer and member of Applicant’s general partner**

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

   **No**

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nantucket Housing, LLC</td>
<td>Developer &amp; Member of GP</td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

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

   Expiration of Contract or Option: [n/a]  
   Anticipated Closing Date: [n/a]

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:

- | Qualification |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Census tract that has less than 20% HTC Units per household</td>
</tr>
<tr>
<td>Development is located in a Small Area Difficult Development Area (SADDA)</td>
</tr>
<tr>
<td>Rural Development (Competitive HTC only)</td>
</tr>
<tr>
<td>Development is entirely Supportive Housing (Competitive HTC Only)</td>
</tr>
<tr>
<td>Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)</td>
</tr>
<tr>
<td>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)</td>
</tr>
<tr>
<td>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)</td>
</tr>
<tr>
<td>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**</td>
</tr>
</tbody>
</table>

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

If a revised form is submitted, date of submission: ____________________
Supporting Documentation for the Site
Information Form Part III
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

<table>
<thead>
<tr>
<th>X</th>
<th>Site Control Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Title Commitment or Policy</td>
</tr>
<tr>
<td>n/a</td>
<td>Each of the Direct Loan exhibits identified below (as applicable)</td>
</tr>
</tbody>
</table>

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

| 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. |
On October 21, 2013, Nantucket Housing, LLC purchased four (4) tracts of land totaling 17.041 acres from Montgomery Flagship Properties, Ltd., an unrelated third party seller. In February 2015, the four (4) tracts were platted as two (2) residential reserves; Restricted Reserve “A” and Restricted Reserve “B”.

Restricted Reserve “A” totaled 8.705 acres and was transferred to Montgomery Heritage Plaza LP, a related entity, for the construction on Heritage Plaza, TDHCA# 14274.

Restricted Reserve “B” totals 8.337 acres of which 4.09 will be used for the construction of Heritage Seniors, TDHCA# 18353.

As evidence of site control, we have included the February 2015 plat and October 2013 special warranty deed along with a copy of the original land purchase closing statement and back-up of costs spent on site improvements to date. We’ve also provided an appraisal of the land’s current value which supports the cost of land shown on the Development Cost Schedule. It is attached as a separate 3rd party report.
SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, MONTGOMERY FLAGSHIP PROPERTIES, LTD., a Texas limited partnership, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note dated of even date herewith, in the principal sum of ONE MILLION TWO HUNDRED SEVENTY THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($1,270,750.00) payable to the order of PROSPERITY BANK ("Lender"), as therein specified, providing for acceleration of maturity and for reasonable attorney's fees, the payment of which note is secured by the vendor's lien (the "Vendor's Lien") herein retained, and is additionally secured by a deed of trust of dated of even date herewith to DAVID ZALMAN, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto NANTUCKET HOUSING, LLC, a Texas limited liability company, herein referred to as the "Grantee", the real property described in as follows:

TRACT ONE (1):

A tract of land containing 5.3219 acres, more or less, out of Restricted Commercial Reserve "G", Restricted Commercial Reserve "I" of MONTGOMERY TRACE CENTER, SECTION 1, a subdivision of record according the map thereof recorded in Cabinet Q, Sheet 82 and 83 of the Map Records of Montgomery County, Texas and out of Restricted Commercial Reserve "I" of REPLAT, MONTGOMERY RESERVE, SECTION 1, according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas and being more particularly described in Exhibit "A" attached hereto.

TRACT TWO (2):

A tract of land containing 2.6726 acres, more or less, out of Restricted Commercial Reserve "G" of MONTGOMERY TRACE CENTER, SECTION 1, a subdivision of record according the map thereof recorded in Cabinet Q, Sheet 82 and 83 of the Map Records of Montgomery County, Texas and being more particularly described in Exhibit "A" attached hereto.

TRACT THREE (3):

Being 2.123 acres of land more or less, being all of Restricted Commercial Reserve "J" of
REPLAT, MONTGOMERY RESERVE, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas.

TRACT FOUR (4):

A tract of land containing 6,9242 acres, more or less, being out of Restricted Commercial Reserve and “H”. of MONTGOMERY TRACE CENTER, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Q, as Sheet 82 and 83 of the Map Records, and out of Restricted Commercial Reserve “I”, of REPLAT, MONTGOMERY RESERVE, SECTION 1, according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas and being more particularly described in Exhibit “A” attached hereto. (the “Property”).

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit “B” attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the “Existing Encumbrances”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, Grantee’s heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor’s heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Existing Encumbrances, unto said Grantee, Grantee’s heirs, executors, administrators, successors and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

But it is expressly agreed that the Vendor’s Lien, as well as superior title in and to the Property, is retained against the Property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

THAT Lender, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the Property as is evidenced by the hereinabove described note, the Vendor’s Lien, together with the superior title to said Property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee. Grantor shall be responsible for all ad valorem taxes up to, but not including October 1, 2013 and Grantee shall be responsible for all ad valorem taxes on and after October 1, 2013.

To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgement of, or on
behalf of, each, party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this document to produce or account for more that a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

Each Grantee, for itself, joins in the execution of this Deed for the purposes of acknowledging and agreeing to the terms and provisions in this Deed.

[Remainder of Page Intentionally Blank;
Signatures on Following Page(s)]
EXECUTED this _______ day of October, 2013.

GRANTOR:

MONTGOMERY FLAGSHIP PROPERTIES, LTD., a Texas limited partnership

By: Montgomery Flagship Management, Inc., a Texas corporation, its sole general partner

By: ________________________________

A. Kelly Williams, Vice President

GRANTEE:

NANTUCKET HOUSING, LLC,
a Texas limited liability company

By: ________________________________

Matt Fuqua, Vice President

GRANTOR’S ADDRESS
FOR TAX NOTICES:

18729 FM 1887
Hempstead, Texas  77445

GRANTEE’S ADDRESS
FOR TAX NOTICES:

18729 FM 1887
Hempstead, Texas  77445

After filing return to:

____________________________________

____________________________________

____________________________________
STATE OF TEXAS §

HARRIS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on October 21, 2013, by A. Kelly Williams, Vice President of Montgomery Flagship Management, Inc., a Texas corporation, the sole general partner of MONTGOMERY FLAGSHIP PROPERTIES, LTD., a Texas limited partnership, for and on behalf of said entity in the capacity stated.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on October _____, 2013, by Matt Fuqua, Vice President of NANTUCKET HOUSING, LLC, a Texas limited liability company, for and on behalf of said entity in the capacity stated.

[Seal]

Notary Public, State of Texas
EXECUTED this 21st day of October, 2013.

GRANTOR:

MONTGOMERY FLAGSHIP PROPERTIES, LTD., a Texas limited partnership

By: Montgomery Flagship Management, Inc., a Texas corporation, its sole general partner

By:__________________________
A. Kelly Williams, Vice President

GRANTEE:

NANTUCKET HOUSING, LLC,
a Texas limited liability company

By:__________________________
Matt Fuqua, Vice President

GRANTOR’S ADDRESS
FOR TAX NOTICES:
18729 FM 1887
Hempstead, Texas 77445

GRANTEE’S ADDRESS
FOR TAX NOTICES:
18729 FM 1887
Hempstead, Texas 77445

After filing return to:
STATE OF TEXAS

HARRIS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on October 21, 2013, by A. Kelly Williams, Vice President of Montgomery Flagship Management, Inc., a Texas corporation, the sole general partner of MONTGOMERY FLAGSHIP PROPERTIES, LTD., a Texas limited partnership, for and on behalf of said entity in the capacity stated.

[Seal]

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on October 21, 2013, by Matt Fuqua, Vice President of NANTUCKET HOUSING, LLC, a Texas limited liability company, for and on behalf of said entity in the capacity stated.

[Seal]

Notary Public, State of Texas
Exhibit "A" Attachment

TRACT ONE (1):

5.3219 ACRES (231,822 SQUARE FEET)

BEING A 5.3219 ACRES (231,822 SQUARE FEET) TRACT OF LAND OUT OF RESTRICTED COMMERCIAL RESERVE "G", RESTRICTED COMMERCIAL RESERVE "H", OF MONTGOMERY TRACE CENTER, SECTION 1, A SUBDIVISION OF RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SHEET 82 AND 83, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, AND OUT OF RESTRICTED COMMERCIAL RESERVE "I" AND ACCORDING TO THE MAP THEREOF RECORDED IN CABINET Z, SHEET 1896 OF THE MONTGOMERY COUNTY MAP RECORDS; SAID 5.3219 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", SOUTH 87 DEGREES 57 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 10.23 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, AN INTERIOR ANGLE OF 28 DEGREES 46 MINUTES 48 SECONDS, AN ARC LENGTH OF 168.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 39 MINUTES 20 SECONDS EAST, 166.51 FEET TO A POINT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", NORTH 63 DEGREES 15 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 32.45 FEET TO A 5/8-INCH IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINES OF SAID RESTRICTED COMMERCIAL RESERVE "G", RESTRICTED RESIDENTIAL RESERVE "I" AND SAID RESTRICTED COMMERCIAL RESERVE "H", NORTH 63 DEGREES 15 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 339.98 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "H", ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, AN INTERIOR ANGLE OF 26 DEGREES 44 MINUTES 04 SECONDS, AN ARC LENGTH OF 123.65 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 76 DEGREES 37 MINUTES 58 SECONDS EAST, 122.53 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "H", NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 125.07 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, DEPARTING SAID FLAGSHIP BOULEVARD RIGHT-OF-WAY AND ACROSS RESTRICTED COMMERCIAL RESERVE "H" AND ACROSS RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 00 DEGREES 09 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 101.66 FEET TO A 5/8-INCH IRON ROD SET FOR AN INTERIOR CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, EASTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 112.77 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, SOUTHERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 09 DEGREES 08 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 138.84 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, SOUTHEASTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 92.21 FEET, AN INTERIOR ANGLE OF 32 DEGREES 27 MINUTES 45 SECONDS, AN ARC LENGTH OF 52.24 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 13 MINUTES 53 SECONDS EAST, 51.55 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 114.67 FEET, AN INTERIOR ANGLE OF 29 DEGREES 11 MINUTES 14 SECONDS, AN ARC LENGTH OF 58.42 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 59 MINUTES 13 SECONDS EAST, 57.79 FEET TO A SET 5/8-INCH IRON;

THENCE, SOUTHERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 09 DEGREES 09 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 122.57 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, WESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", NORTH 89 DEGREES 50 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 173.31 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, SOUTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, AN INTERIOR ANGLE OF 43 DEGREES 19 MINUTES 52 SECONDS, AN ARC LENGTH OF 14.37 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 29 MINUTES 27 SECONDS WEST, 14.03 FEET TO A SET 5/8-INCH IRON ROD;
THENCE, SOUTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 46 DEGREES 49 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 81.89 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", NORTH 43 DEGREES 10 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 160.69 FEET TO A 5/8-INCH IRON ROD SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 46 DEGREES 49 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 84.08 FEET TO A 5/8-INCH IRON ROD SET IN THE NORTHEASTERLY LINE OF RESTRICTED RESIDENTIAL RESERVE "J" AND IN THE SOUTHWESTERLY LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "I" AND MARKING THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEASTERLY LINE OF RESTRICTED RESIDENTIAL RESERVE "J" AND IN THE SOUTHWESTERLY LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "I" AND ACROSS SAID RESTRICTED COMMERCIAL RESERVE "G", NORTH 43 DEGREES 10 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 395.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.3219 ACRES OR 231,822 SQUARE FEET OF LAND, MORE OR LESS.
TRACT TWO (2):

2.6726 ACRES (116,420 SQUARE FEET)

BEING A 2.6726 ACRES (116,420 SQUARE FEET) TRACT OF LAND OUT OF RESTRICTED COMMERCIAL RESERVE "G", OF MONTGOMERY TRACE CENTER, SECTION 1, A SUBDIVISION OF RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SHEET 82 AND 83, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS. SAID 2.6726 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE NORTH 87 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID COMMERCIAL RESERVE "G", FOR A DISTANCE OF 10.23 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID COMMERCIAL RESERVE "G", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, AN INTERIOR ANGLE OF 28 DEGREES 46 MINUTES 48 SECONDS, AN ARC LENGTH OF 168.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 39 MINUTES 20 SECONDS EAST, 166.51 FEET TO A SET 5/8-INCH IRON ROD;

THENCE NORTH 63 DEGREES 15 MINUTES 56 SECONDS EAST, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 32.45 FEET TO A SET 5/8-INCH IRON ROD;

THENCE SOUTH 43 DEGREES 10 MINUTES 27 SECONDS EAST, ACROSS SAID RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 158.22 FEET TO A SET 5/8-INCH IRON ROD, BEING THE NORTH CORNER OF RESTRICTED RESIDENTIAL RESERVE "J";

THENCE SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", SAME BEING THE WEST LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "J", FOR A DISTANCE OF 103.08 FEET TO A SET 5/8-INCH IRON ROD;
THENCE SOUTH 02 DEGREES 02 MINUTES 48 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID RESTRICTED COMMERICAL RESERVE "G", SAME BEING THE WEST LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "J", FOR A DISTANCE OF 269.89 FEET TO A SET 5/8-INCH IRON ROD IN THE NORTH LINE OF A CALLED 7.38 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 111, PAGE 162 OF THE MONTGOMERY COUNTY DEED RECORDS;

THENCE NORTH 76 DEGREES 59 MINUTES 10 SECONDS WEST, WITH THE NORTH LINE OF SAID 7.38 ACRE TRACT AND THE SOUTH LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 216.83 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHEAST CORNER OF A 0.28 ACRE TRACT DESCRIBED UNDER MONTGOMERY COUNTY CLERK'S FILE NO. 9651163 AND THE MOST SOUTHERLY SOUTHWEST CORNER OF COMMERCIAL RESERVE "G" AND THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 21 MINUTES 35 SECONDS EAST, WITH THE EAST LINE OF SAID 0.28 ACRE TRACT AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 123.75 FEET TO A FOUND 1/2-INCH IRON ROD MARKING THE MOST NORTHEAST CORNER OF SAID 0.28 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 33 MINUTES 13 SECOND WEST, WITH A SOUTHERLY LINE OF RESTRICTED COMMERCIAL RESERVE "G" AND THE NORTH LINE OF SAID 0.28 ACRE TRACT, FOR A DISTANCE OF 100.08 FEET TO A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY STREET AND MARKING THE MOST NORTHWEST CORNER OF SAID 0.28 ACRE TRACT AND THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 02 MINUTES 44 SECONDS EAST, WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY STREET AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 145.26 FEET TO A SET 5/8-INCH IRON ROD;

THENCE NORTH 16 DEGREES 04 MINUTES 54 SECONDS EAST, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY STREET AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 103.08 FEET TO A SET 5/8-INCH IRON ROD;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY STREET AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.6726 ACRES OR 116,420 SQUARE FEET OF LAND, MORE OR LESS.

TRACT THREE (3):

Being 2.123 acres of land, more or less, being all of Restricted Commercial Reserve "J" of REPLAT, MONTGOMERY RESERVE, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas.
TRACT FOUR (4):

6.9242 ACRES (301,618 SQUARE FEET)

BEING 6.9242 ACRES (301,618 SQUARE FEET) TRACT OF LAND OUT OF RESTRICTED COMMERCIAL RESERVE "H", OF MONTGOMERY TRACT CENTER, SECTION I, A SUBDIVISION OF RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET O, SHEET 82 AND 83, OF THE MAP RECORDS AND OUT OF RESTRICTED COMMERCIAL RESERVE "H", OF REPLAT, MONTGOMERY RESERVE, SECTION I, ACCORDING TO THE MAP THEREOF RECORDED IN CABINET 2, SHEET 1896 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS. SAID 6.9242 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET 5/8 INCH IRON ROD AT THE MOST NORTHEAST CORNER OF SAID COMMERCIAL RESERVE "H" AND THE HEREFIN DESCRIBED TRACT,

THENCE, WITH THE WEST LINE OF A 270 ACRE TRACT AS RECORDED IN VOLUME 655, PAGE 34 OF THE MONTGOMERY COUNTY DEED RECORDS AND THE EAST LINE OF COMMERCIAL RESERVE "H" AND RESIDENTIAL RESERVE "T", SOUTH 00 DEGREES 09 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 939.43 FEET TO A FOUND 1/2-INCH IRON ROD MARKING THE MOST SOUTHEAST CORNER OF RESIDENTIAL RESERVE "T" AND THE HEREFIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF RESIDENTIAL RESERVE "T" AND A NORTHERLY LINE OF SAID 270 ACRE TRACT, NORTH 85 DEGREES 12 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 419.28 FEET TO A 5/8-INCH IRON ROD SET FOR CORNER;

THENCE, WITH THE NORTHEAST LINE OF RESIDENTIAL RESERVE "J" AND THE SOUTHWEST LINE OF SAID RESERVE "T", NORTH 43 DEGREES 10 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 371.57 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER;

THENCE, DEPARTING SAID COMMON LINE OF SAID RESIDENTIAL RESERVE "J" AND RESIDENTIAL RESERVE "T" AND IN A NORTHEASTERLY DIRECTION ACROSS RESIDENTIAL RESERVE "T", NORTH 46 DEGREES 49 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 84.06 FEET TO A SET 5/8-INCH IRON ROD;

THENCE, ACROSS RESIDENTIAL RESERVE "T" THE FOLLOWING NINE COURSES:

1. SOUTH 43 DEGREES 10 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 160.69 FEET TO A SET 5/8-INCH IRON ROD;
2. NORTH 46 DEGREES 49 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 81.89 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET, AN INTERIOR ANGLE OF 43 DEGREES 19 MINUTES 52 SECONDS, AN ARC LENGTH OF 14.37 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 29 MINUTES 27 SECONDS EAST, 14.03 FEET TO A SET 5/8-INCH IRON ROD;
4. SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 123.81 FEET TO A SET 5/8-INCH IRON ROD;
5. NORTH 00 DEGREES 09 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 12.57 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;
6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 114.67 FEET, AN INTERIOR ANGLE OF 29 DEGREES 11 MINUTES 14 SECONDS, AN ARC LENGTH OF 58.42 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 59 MINUTES 13 SECONDS WEST, 57.79 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
7. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 92.21 FEET, AN INTERIOR ANGLE OF 32 DEGREES 27 MINUTES 45 SECONDS, AN ARC LENGTH OF 52.24 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 13 MINUTES 53 SECONDS WEST, 51.85 FEET TO A SET 5/8-INCH IRON ROD;
8. NORTH 00 DEGREES 09 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 138.84 FEET TO A SET 5/8-INCH IRON ROD;
9. NORTH 89 DEGREES 50 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 112.77 FEET TO A SET 5/8-INCH IRON ROD;

THENCE, NORTH 00 DEGREES 09 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 101.66 FEET TO A 5/8-INCH IRON ROD SET IN THE SOUTH RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND IN THE NORTH LINE OF COMMERCIAL RESERVE "H" AND MARKING THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREFIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND THE NORTH LINE OF COMMERCIAL RESERVE "H", NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, FOR A DISTANCE OF 217.80 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND THE NORTH LINE OF COMMERCIAL RESERVE "H", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.98 FEET, AN INTERIOR ANGLE OF 57 DEGREES 18 MINUTES 15 SECONDS, AN ARC LENGTH OF 269.15 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 43 MINUTES 14 SECONDS EAST, 242.95 TO THE POINT OF BEGINNING AND CONTAINING 6.9242 ACRES OR 301,618 SQUARE FEET OF LAND, MORE OR LESS.
EXHIBIT "B"

Existing Encumbrances

1. Covenants, conditions and restrictions, charges, assessments and liens provided in instruments recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File Nos. 2001-110703, 2001-110704, 2001-065849, 2002-132500, and 2004-130721, and those as may appear on Subdivision Plats of record in Plat Cabinet Q, as Sheet 82 and in Plat Cabinet Z, as Sheet 1896 of the Map Records of Montgomery County, Texas and Regulations and/or ordinances as imposed by the City of Montgomery.

2. Terms, provisions and conditions of that certain Reciprocal Shopping Center Easement Agreement executed by and between Montgomery Flagship Properties, Ltd., and System Capital Real Property Corporation, dated December 11, 2001, as evidenced by Non-Disturbance Agreement recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-110703.


5. Building lines, easements, etc as set forth and shown in Map and Dedication thereof recorded in Cabinet Q, Sheet 82 and in Cabinet Z, Sheet 1896 of the Map Records of Montgomery County, Texas.


8. An undivided 1/10th of all oil, gas and other minerals of every character in and under the herein described property, sans leasing rights, conveyed to Bobbie L. Harris in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 8524155.

9. All oil, gas and other minerals of every character in and under the herein described property, except for sand, gravel, rock, stone, caliche, or other minerals considered part of the surface estate, reserved by Mary Elizabeth "Bettie" Peel Lee Fields in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-038480.

10. All recorded easements not referenced above, but relating to the Property as the same are filed for record in the County Clerk's Office of Montgomery County, Texas.
FILED FOR RECORD
10/23/2013 4:03PM
Mark J. Tumbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was
found to be inadequate for the best photogra-
phic reproduction because of illegibility, carbon
or photo copy, discolored paper, etc. All black-
outs, additions and changes were present at the
time the instrument was filed and recorded.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

10/23/2013

Mark J. Tumbull
County Clerk
Montgomery County, Texas
### A. Settlement Statement

**U.S. Department of Housing and Urban Development**

OMB No. 2502-0265

---

#### B. Type of Loan

1. FHA
2. FmHA
3. Conv Units
4. VA
5. Conv Ins.
6. Seller Finance

---

#### C. Note

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "P&I" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

---

#### D. Name & Address of Borrower

Narsettek Housing, LLC
18729 FM 1887 RD, Hempstead, TX 77554

---

#### E. Name & Address of Seller

Montgomery Flagship Properties, Ltd.
3018 209 West, Carrolton, TX 75032

---

#### F. Name & Address of Lender

Prosperity Bank
7500 Westheimer Road
Houston, TX 77063

---

#### G. Property Location

A tract of land consisting 17.6417 acres in Montgomery Tract center, situated in the CORNER, JOHN Survey, A-B, Montgomery County, TX SH149 & Flagship Blvd just South of SH 105

TX Property ID:

---

#### H. Settlement Agent Name

Old Republic Title Company of Conroe
150 North Main
Conroe, TX 77301
Tax ID: Underwritten By Old Republic
Excess Officers: Gary E. Griffith

---

#### 1. Settlement Date

10/31/2013

---

#### J. Summary of Borrower's Transaction

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.</td>
<td>Gross Amount Due from Borrower</td>
<td>$1,955,000.00</td>
</tr>
<tr>
<td>101.</td>
<td>Contract Sales Price</td>
<td>$1,955,000.00</td>
</tr>
<tr>
<td>102.</td>
<td>Personal Property</td>
<td>$401.00</td>
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<tr>
<td>103.</td>
<td>Settlement Charges to borrower</td>
<td>$11,023.49</td>
</tr>
<tr>
<td>104.</td>
<td></td>
<td>401.00</td>
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<tr>
<td>105.</td>
<td></td>
<td>401.00</td>
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<tr>
<td>144.</td>
<td>Adjustments for items paid by seller in advance</td>
<td>401.00</td>
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<tr>
<td>107.</td>
<td>Property taxes</td>
<td>$8,811.60</td>
</tr>
<tr>
<td>108.</td>
<td>County property taxes (A)</td>
<td>$8,811.60</td>
</tr>
<tr>
<td>109.</td>
<td>County property taxes (B)</td>
<td>$3,716.00</td>
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<tr>
<td>110.</td>
<td>County property taxes (C)</td>
<td>$2,863.29</td>
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<tr>
<td>111.</td>
<td>County property taxes (D)</td>
<td>$6,444.00</td>
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<tr>
<td>112.</td>
<td></td>
<td>$6,444.00</td>
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<tr>
<td>120.</td>
<td>Gross Amount Due From Borrower</td>
<td>$1,957,891.06</td>
</tr>
<tr>
<td>200.</td>
<td>Amounts Paid By Or On Behalf Of Borrower</td>
<td>$1,957,891.06</td>
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<tr>
<td>201.</td>
<td>Deposit or earnest money</td>
<td>$301.00</td>
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<tr>
<td>202.</td>
<td>Principal amount of new loan(s)</td>
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<td>203.</td>
<td>Existing loan(s) taken subject to</td>
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<tr>
<td>204.</td>
<td>Loan Amount 2nd Lien</td>
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<tr>
<td>205.</td>
<td>Payoff of 2nd mortgage loan</td>
<td>$301.00</td>
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<tr>
<td>206.</td>
<td>Earnest Money directly to Seller</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>207.</td>
<td>Second Deposit directly to Seller</td>
<td>$17,000.00</td>
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<tr>
<td>208.</td>
<td>Doc Prep - $125.00 (POCIL)</td>
<td>$125.00</td>
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<tr>
<td>209.</td>
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<td>$125.00</td>
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<tr>
<td>210.</td>
<td>Adjustments for items unpaid by seller</td>
<td>$16,569.00</td>
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<td>211.</td>
<td>Property taxes</td>
<td>$16,569.00</td>
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<tr>
<td>212.</td>
<td>County property taxes (A)</td>
<td>$16,569.00</td>
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<tr>
<td>213.</td>
<td>County property taxes (B)</td>
<td>$16,569.00</td>
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<tr>
<td>214.</td>
<td>County property taxes (C)</td>
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<tr>
<td>215.</td>
<td>County property taxes (D)</td>
<td>$16,569.00</td>
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<tr>
<td>216.</td>
<td></td>
<td>$16,569.00</td>
</tr>
<tr>
<td>217.</td>
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<td>$16,569.00</td>
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<tr>
<td>218.</td>
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<td>$16,569.00</td>
</tr>
<tr>
<td>219.</td>
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<td>$16,569.00</td>
</tr>
</tbody>
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**Previous Editions are Obsolete**

Page 1

form HUD-1 (3/86)

Handbook 4305.2
### L. Settlement Charges

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Amount</th>
<th>From</th>
<th>Funds at Settlement</th>
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<tbody>
<tr>
<td>701.</td>
<td>Total Sales/Broker’s Commission based on price $1,955,600.00 (6%) = $17,380.00</td>
<td>$17,380.00</td>
<td>Borrower’s Funds at Settlement</td>
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<tr>
<td>702.</td>
<td>Division of Commission (line 700) as follows:</td>
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<tr>
<td>703.</td>
<td>Commission Paid at Settlement</td>
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<td>$17,380.00</td>
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<tr>
<td>704.</td>
<td>Admin. Fee</td>
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<tr>
<td>705.</td>
<td>The following persons, firms, or entities were paid at least $100.00. The</td>
<td></td>
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</tr>
<tr>
<td>706.</td>
<td>real estate commission unit shown above.</td>
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<tr>
<td>801.</td>
<td>Items Payable in Connection with Loan</td>
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<tr>
<td>802.</td>
<td>Loan Origination Fee %</td>
<td>$6,253.75</td>
<td>Prosperity Bank</td>
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<tr>
<td>803.</td>
<td>Loan Discount %</td>
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<td>804.</td>
<td>Appraisal Fee</td>
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<tr>
<td>805.</td>
<td>Credit Report</td>
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<td>806.</td>
<td>Mortgage Insurance Application</td>
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<td>807.</td>
<td>Due Pre-Funding Fee</td>
<td>$675.00</td>
<td>Siegner, Obhann &amp; Bisteinger, LLP</td>
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<td>900.</td>
<td>Items Required by Lender To Be Paid in Advance</td>
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<td>901.</td>
<td>Interest from 10/21/2013 to 11/1/2013 @ 5% per day</td>
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<tr>
<td>902.</td>
<td>Mortgage Insurance Premium for months</td>
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<td>903.</td>
<td>Hazard Insurance Premium for years</td>
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<td>1000.</td>
<td>Reserves Deposited With Lender</td>
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<td>1001.</td>
<td>Hazard insurance months @ per month</td>
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<td>Homeowner’s insurance months @ per month</td>
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<td>City property taxes months @ per month</td>
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<td>County property taxes months @ per month</td>
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<td>Assessment Taxes months @ per month</td>
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<td>School property taxes months @ per month</td>
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<td>1007.</td>
<td>MUD taxes months @ per month</td>
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<td>Other taxes months @ per month</td>
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<td>1009.</td>
<td>Aggregate Adjustment months @</td>
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<td>1010.</td>
<td>Hazard insurance</td>
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<td>1100.</td>
<td>Title Charges</td>
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<td>1101.</td>
<td>Settlement or closing fee</td>
<td>$500.00</td>
<td>Old Republic Title Company of Conroe</td>
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<td>1102.</td>
<td>Abstract or title search</td>
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<td>1103.</td>
<td>Title examination</td>
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<td>1104.</td>
<td>Title insurance binder</td>
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<td>1105.</td>
<td>Document preparation</td>
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<tr>
<td>1106.</td>
<td>Notary fees</td>
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<td>1107.</td>
<td>Attorney’s fees</td>
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<td>Title insurance</td>
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<td>1109.</td>
<td>Lender’s coverage</td>
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<td>Old Republic Title Company of Conroe</td>
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<td>1110.</td>
<td>Owner’s coverage</td>
<td>$1,955,600.00</td>
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<td>Messenger Fee</td>
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<td>Inspection Fee</td>
<td>$150.00</td>
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<td>1113.</td>
<td>State of Texas Policy Guaranty Fee</td>
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<td>Texas Title Insurance Guarantee Association</td>
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<td>1115.</td>
<td>Tax deletion [MTP &amp; BINDER ONLY]</td>
<td>$20.00</td>
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<tr>
<td>1116.</td>
<td>Survey Assessment (OTP only)</td>
<td>$1,933.40</td>
<td>Old Republic Title Company of Conroe</td>
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<td>1117.</td>
<td>Adjustable Mortgage Loan</td>
<td>$20.00</td>
<td>Old Republic Title Company of Conroe</td>
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<td>1200.</td>
<td>Government Recording and Transfer Charges</td>
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<td>1201.</td>
<td>Recording Fees</td>
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<td>Mortgage $163.00 ; Refinance $163.00</td>
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<td>1202.</td>
<td>City/county tax/stamps</td>
<td>$10.00</td>
<td>Mortgage $10.00</td>
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<td>State tax/stamps</td>
<td>$10.00</td>
<td>Mortgage $10.00</td>
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<td>1204.</td>
<td>Tax certificates</td>
<td>$80.00</td>
<td>Certex, Inc.</td>
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<td>1205.</td>
<td>Release Tracking Fee</td>
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<td>Old Republic Title Company of Conroe</td>
<td></td>
</tr>
<tr>
<td>1300.</td>
<td>Additional Settlement Charges</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1301.</td>
<td>Survey Invoice # 69197</td>
<td>$757.75</td>
<td>SOUTH TEXAS SURVEYING ASSOCIATES</td>
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<td>1302.</td>
<td>Survey Invoice # 69022</td>
<td>$1,515.50</td>
<td>SOUTH TEXAS SURVEYING ASSOCIATES</td>
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<tr>
<td>1303.</td>
<td>2013 taxes due 7282-00-00700</td>
<td>$34.97</td>
<td>MONTGOMERY COUNTY TAX ASSESSOR</td>
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<tr>
<td>1304.</td>
<td>2013 taxes due (A) 7282-00-00700</td>
<td>$34.97</td>
<td>MONTGOMERY COUNTY TAX ASSESSOR</td>
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<td>1305.</td>
<td>2013 taxes due (B) 7282-00-00800</td>
<td>$41.70</td>
<td>MONTGOMERY COUNTY TAX ASSESSOR</td>
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<td>1306.</td>
<td>2013 taxes due (C) 7282-00-00900</td>
<td>$11,359.80</td>
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<td>1307.</td>
<td>2013 taxes due 7282-00-01000</td>
<td>$25.56</td>
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<tr>
<td>1400.</td>
<td>Total Settlement Charges (enter on lines 163, Section A and 582, Section K)</td>
<td>$11,833.40</td>
<td>$139,508.08</td>
<td></td>
</tr>
</tbody>
</table>

### Additional Notes

- Previous Editions are Obsolete
- Page 2
- Form HUD-1 (3/86)
- Handbook 4305.3
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Nantucket Housing, LLC, a Texas limited liability company

By, Matt Faqua, Vice President

Montgomery Flagship Properties, Ltd., a Texas limited partnership

By, Montgomery Flagship Management Inc., a Texas corporation, its sole general partner

By, A. Kelly Williams, Vice President

The HUD-1 Settlement Statement which I have prepared is true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent: Gary E. Griffith

Date 10-21-13

Section 3 of the Real Estate Settlement Procedures Act (RESPA) requires the lender to:

• Supply an MIPRA. The Lender must develop a Special Information booklet to help borrowers understand the nature and costs of real estate settlement services.

• Lender must prepare the booklet in all applicants from whom it receives or for whom it proposes a written application to borrow money to finance the purchase of real estate to better understand the nature and costs of real estate settlement services.

• Lender must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

WARNING: It is a crime to knowingly make false statements in the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For Details see: Title 18 U.S. Code Sections 1001 and Section 1010.
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all except and disbursements made on my account or by me in this transaction. I further certify that I have received a complete copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Nantucket Housing, LLC, a Texas limited liability company

Montgomery Flagship Properties, Ltd., a Texas limited partnership

By: Montgomery Flagship Management Inc., a Texas corporation, its sole general partner

By: A. Scott Williams, Vice President

By: Matt Fuqua, Vice President

The HUD-1 Settlement Statement is hereby prepared for and in complete respect of this transaction. I have caused the same to be delivered in accordance with the provisions hereof.

Settlement Agent
Grady E. Clark

Date: 10/21/13

WARNING: It is a crime to knowingly make false statements in the United States on this or any other similar form. Persons upon conviction may be fined a fine or imprisoned. For details see Title 18 U.S.C. Codes Section 1001 and Section 3559.
# Transactions by Account

**As of February 27, 2018**

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Split</th>
<th>Amount</th>
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**Total**

**2951 - Due to/from Heritage Seniors**

-826,153.27 -826,153.27

**2899 - RELATED PARTY DUE TO/DUE FROM**

-826,153.27 -826,153.27

**TOTAL**

-826,153.27 -826,153.27
RECORD TITLE AT THE EFFECTIVE DATE HEREOF IS VESTED IN:
Nantucket Housing, LLC, a Texas limited liability company

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
All of Restricted Reserve "B", of Heritage Plaza, Section 1, a subdivision in Montgomery County, Texas according to the map thereof recorded in Cabinet Z, Sheet 3218 of the Map Records of Montgomery County, Texas.

THE FOLLOWING EXCEPTIONS TO TITLE ARE FOUND OF RECORD:

RESTRICTIONS:
Covenants, conditions and restrictions, charges, assessments and liens provided in instruments recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File Nos. 2001-110703, 2001-110704, 2001-065849, 2002-132500, and 2004-130721, and those as may appear on Subdivision Plats of record in Plat Cabinet Q, as Sheet 82 and in Plat Cabinet Z, as Sheet 1896 of the Map Records of Montgomery County, Texas and Regulations and/or ordinances as imposed by the City of Montgomery, but deleting any restrictions based on race, color, religion, material origin, sex, familial status or handicap.

MATTERS AFFECTING SUBJECT PROPERTY:

a. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. (This exception will be deleted upon receipt and review of a satisfactory qualifying survey. The Company expressly reserves the right to take specific exception to any adverse matters reflected thereon.)

b. Terms, provisions and conditions of that certain Reciprocal Shopping Center Easement Agreement executed by and between Montgomery Flagship Properties, Ltd., and System Capital Real Property Corporation, dated December 11, 2001, as evidenced by Non-Disturbance Agreement recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-110702 and as reflected in Non-Disturbance Agreement filed under Clerk's File No. 2001-110703.


e. Building lines, easements, etc. as set forth and shown in Map and Dedication thereof recorded in Cabinet Z, Sheet 3218 of the Map Records of Montgomery County, Texas.
f. Easement granted to Entergy Gulf States, Inc. as set forth in instrument filed under Clerk's File No. 2001-096686 of the Real Property Records of Montgomery County, Texas.

g. Terms, conditions and provisions contained in Easement Agreement dated February 3, 2015 by and between Nantucket Housing, LLC and Montgomery Heritage Plaza, L.P., filed under Clerk's File No. 2015011349 of the Real Property Records of Montgomery County, Texas.

h. T-19.1 Endorsement and Area & Boundary Coverage is available upon receipt of a current Category 1A and/or ALTA certification survey.

i. An undivided 1/10th of all oil, gas and other minerals of every character in and under the herein described property, sans leasing rights, conveyed to Bobbie L. Harris in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-038480, reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (T-19 Endorsement available as to this Exception) (T-19.1 Endorsement available as to this Exception)

j. All oil, gas and other minerals of every character in and under the herein described property, except for sand, gravel, rock, stone, coliche, or other minerals considered part of the surface estate, reserved by Mary Elizabeth "Bettie" Peel Lee Fields in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-038480, reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. (T-19 Endorsement available with Item No. 4 deleted as to this Exception) (T-19.1 Endorsement available with Item No. 3 deleted as to this Exception)

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

l. All or part of the herein described property is located within an incorporated area known as the City of Montgomery County, Texas.

LIENS/REQUIREMENTS

a. Vendor's Lien retained in Deed dated October 21, 2013, recorded in the Real Property Records of Montgomery County, Texas, on October 23, 2013, under Clerk's File No. 2013115964, from Montgomery Flagship Properties, Ltd. to Nantucket Housing, LLC, a Texas limited liability company for the benefit of Prosperity Bank as therein provided and all of the terms, provisions and conditions of said instrument.

Deed of Trust dated October 21, 2013, recorded in the Real Property Records of Montgomery County, Texas, on October 23, 2013, under Clerk's File No. 2013115965, executed by Nantucket Housing, LLC to David Zalman, Trustee, for the benefit of Prosperity Bank as therein provided, and all of the terms, provisions and conditions of said instrument. (Principal amount of $1,270,750.00)

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.

Said note and lien having been modified and/or extended as set forth in instrument filed under Clerk's File No. 2015117549 of the Real Property Records of Montgomery County, Texas.

b. We must be furnished with a Corporate Resolution by a Board of Directors of Nantucket Housing, LLC authorizing the current transaction, naming the officers authorized to execute the necessary instrument(s).

c. We must require that a check be made with the Secretary of State of the State(s) of Texas, to determine whether Nantucket Housing, LLC is: (A) In good standing with said state, and is (B) a duly authorized corporation to conduct business in said state.

d. If an EPA endorsement is required on this transaction, underwriter approval will be necessary before closing is set.

e. 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. Upon receipt of Survey this file must be returned to the Examination Department for Approval of the Issuance of a T-19, T-19.1 Endorsement and Area and Boundary Coverage. (T-19.1 and Area and Boundary applies to Owner's Title Policy Only) T-19.1 Endorsement and Area & Boundary Coverage is available upon receipt of a current Category 1A and/or ALTA certification survey.
NOTICE: Old Republic Title Company of Conroe DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED CONCERNING THIS INFORMATION. THIS INFORMATION IS SOLELY FOR THE USE OF THE PARTY REQUESTING IT AND NO ONE ELSE. Old Republic Title Company of Conroe's LIABILITY FOR ERRORS AND/OR OMISSIONS IN THIS INFORMATION SHALL BE LIMITED TO THE AMOUNT PAID FOR THIS REPORT. BY ACCEPTING THIS FORM, THE PARTY REQUESTING THE INFORMATION AGREES THAT THE DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATION CONTAINED IN THIS PARAGRAPH IS A PART OF ITS CONTRACT WITH Old Republic Title Company of Conroe AND SHALL COVER ALL ACTIONS WHETHER ARISING HEREUNDER BY STATUTE, IN CONTRACT, OR IN TORT.

PREPARED BY:

[Signature]

Authorized Signatory
November 07, 2013

Nantucket Housing, LLC
18729 FM 1887 Road
Houston, Texas 77445

GF. Number: 1202604A

Dear Property Owner:

We are enclosing herewith your Owner’s Title Policy on the above captioned file; insuring title in the amount of the sales price for said property. This policy is a valuable instrument and should be treated as such.

Upon receipt of your Original General Warranty Deed from the County Clerk’s office you should take a copy of it to the Appraisal District of your county and file any exemptions at that time.

It was indeed a pleasure to have handled this transaction for you. Should you have a future sale or mortgage of this property, we would be glad to help you in any way.

Thank you.

Sincerely,

[Signature]

OLD REPUBLIC TITLE COMPANY OF CONROE
OWNER'S POLICY OF TITLE INSURANCE (T-1)
Policy Number: TO08018919
Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS OF COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") issues, as of Date of Policy, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or title or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly executed, acknowledged, or recorded;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under amistaken, negotiated, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defect judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, easement, servitude, violation, variance, or adverse circumstance affecting the Title that would be disallowed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments unto the Land of existing improvements located on adjoining land.
   (d) Any statutory or constitutional excelsior's, contractor's, real estate agent's means for hiring or materials having its inception on or before Date of Policy.
3. Lack of good and indefensible Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) use, or enjoyment of the Land;
   (b) the character, dimensions or location of any improvement erected on the Land;
   (c) the subdivision of land;
   (d) environmental protection.
   If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any action by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defeasible:
   (a) as a result of the existence of a lien or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the Title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because the prior transferee constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of the sister recording in the Public Records
      (i) to be timely, or
      (ii) to impair notice of its existence to a purchaser for value or to a judgment lien creditor.
10. Any defect in or title or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
   The Company will also pay the costs, attorney fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
Old Republic Title Company Of Corse
150 North Main
Conway, TN 37312
Phone:931-259-3131

By: Jennifer Crawford
Authorized Signatory

By: Dwayne L. Ford
President

By: Anns. D. Stoddard
Secretary

Old Republic National Title Insurance Company
A Stock Company
420 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Owner's Policy of Title Insurance T-1
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation including those relating to building and occupancy, zoning, regulation, pollution, or relating to (i) the occupancy, use, or enjoyment of the Land;

(ii) the elements, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of the Land;

(iv) environmental protection;

or the effect of any violation of those laws, ordinances, or governmental regulations. This Exclusion (i) does not modify or limit the coverage provided under Covered Risk 5.

(i) Any governmental police power. This Exclusion (i) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:

(a) created, suffered, acquired, or agreed to by the Insured Claimant;

(b) and known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured, or

(c) resulting in no loss or damage to the Insured Claimant;

(d) arising or accruing subsequent to Date of Policy; provided, however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vest Title as shown in Schedule A.

6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the Land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement in this policy, as provided by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A partnership, corporation, limited liability company, or similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or test of law;

(B) successors to an Insured by dismemberment, merger, consolidation, dissolution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a mortgage on an Insured under a deed delivered without payment of actual consideration conveying the Title;

(e) if the mortgagee wholly-owes the named Insured,

(f) if the mortgage wholly owns the named Insured,

(g) if the mortgage is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(h) if the mortgage is a trustee or beneficiary of a trust created by a written instrument executed by the named Insured in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D), surviving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(c) "Insured Claimant": An Insured claiming loss or damage.

(d) "Knowledge" or "Known": Sexual knowledge, not constructive knowledge or notice that may be imparted by an event by reason of the Public Records or any other record that is material in nature affecting the Title.

(e) "Land": The land described in Schedule A, and all improvements that by agreement constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or encumbrance in subterranean, under, above, adjacent, lateral, uses, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(f) "Mortgage": Deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(g) "Public Records": Records established under state statutes at Date of Policy for the purpose of maintaining constructive notice of matters relating to real property in purchasers for value and without Knowledge. With respect to Covered Title 5, "Public Records" shall include environmental protection laws as filed in the records of the clerk of the United States District Court for the district where the Land is located.

(h) "Title": The estate or interest described in Schedule A.

(i) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a conditional exception requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money mortgage given by a purchaser from the Insured, in so long as the Insured shall have liability by reason of any misrepresentation or conveyance of the Title. This policy shall not continue in force after any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money mortgage given by the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as an act bite in Sections 3(b) as later hereafter, or (ii) in case Knowledge shall come to an Insured hereafter of any chain of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability in the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title Insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or to the matter is valid and not barred by law or statute.

The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured’s claim or charge under the policy.

If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the claiming of the transaction in connection with which this policy was Insured, the Company shall promptly advise the Insured of the extent to and the determination of its obligations under this policy.

If the Company concludes that the lien, encumbrance, adverse claim or defect is covered by this policy, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title; (ii) if necessary to clear the Title, purchase the Title, or hold the Title as security for the payment of a judgment; (iii) in any event, the Insured Claimant is entitled to the payment of any valid charge or charge under the policy.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must state the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis for loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of any Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to those stated causes of action alleging ...
DUTY OF INSURED CLAIMANT TO COOPERATE

In all cases where this policy provides or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the insured shall secure to the Company the right to so prosecute or provide defenses in the actions or proceedings, including the right to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlements, and (f) in any other lawful act in the opinion of the Company may be necessary or desirable to establish the Title or any matter hereinabove stated. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matters necessary of such cooperation.

The Company may reasonably require the insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, slides, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy any of those records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary to the administration of the claim. Failure of the insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to review reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy so to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurances. To pay or tender payment of the Amount of Insurances under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage described for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of the options provided for in subsection (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is subject to indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:

(i) the Amount of Insurances or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Sections 3 or 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurances shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay through costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(d) If the Company establishes the Title, or removes the alleged defects, fees, or encumbrances, or earns the fees of a right of access to or from the Land, all or in part, it takes action in accordance with Sections 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused by the Insured Claimant.

(e) If in the event of any litigation, including litigation by the Company or with the Company's counsel, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(f) The Company shall not be liable for loss or damage to the Insured by liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCONCURRENT

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage with which exception is taken in Subsection 7 or to which the insured has agreed, assumed, or taken subject to which is insured by or issued after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have paid and settled a claim under this policy, it shall be subrogated to all rights of the Insured Claimant in the Title and all other rights and remedies it is entitled to the claim that the insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to use, compromise, or settle in the name of the Insured Claimant and to use the name of the insured Claimant in any transaction or litigation involving these rights and remedies.

(b) If a payment on account of a claim does not fully cover the fees of the Insured Claimant, the Company shall defer the exaction of the right to recover until after the Insured Claimant shall have recovered his fees.

(c) The Company's right of subrogation includes the right of the Insured to subrogate to, compromise, or settle in the name of the Insured Claimant and to use the name of the insured Claimant in any transaction or litigation involving these rights and remedies.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided for in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy arising out of or related to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or

Owner's Policy of Title Insurance T-1
claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrable at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrable only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
   (a) This policy together with all endorsements, if any, attached to it by the
       Company is the entire policy and contract between the Insured and the
       Company. In interpreting any provision of this policy, this policy shall be
       construed as a whole.
   (b) Any claim of loss or damage that arises out of the terms of the Title or by any
       action asserting such claim shall be restricted to this policy.
   (c) Any amendment or endorsement to this policy must be in writing and
       authorized by an authorized person, or expressly incorporated by Schedule
       A of this policy.
   (d) Each endorsement to this policy issued at any time is made a part of this policy
       and is subject to all of its terms and provisions. Except as the endorsement
       expressly states, it does not (i) modify any of the terms and provisions of this
       policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv)
       increase the Amount of Insurance. Each Endorsement, endorsement or other
       form, or provision in the Schedules to this policy that refers to a term defined in
       Section 1 of the Conditions shall be deemed to refer to the term regardless of
       whether the term is capitalized in the Conditions, endorsement or other form,
       or Schedule. Each Conditions, endorsement or other form, or provision in
       the Schedules that refers to the Conditions or stipulations shall be deemed to
       refer to the Conditions of this policy.

16. SEVERABILITY
   In the event any provision of this policy, in whole or in part, is held invalid or
   unenforceable under applicable law, the policy shall be deemed not to include that
   provision or such part held to be invalid, and all other provisions shall remain in full
   force and effect.

17. CHOICE OF LAW; FORUM
   (a) Choice of Law: The Insured acknowledges the Company has underwritten the
       risks covered by this policy and determined the premium charged therefor in
       reliance upon the law affecting interests in real property and applicable to the
       interpretation, rights, remedies, or enforcement of policies of title insurance of
       the jurisdiction where the Land is located.
       Therefore, the court or an arbitrator shall apply the law of the jurisdiction
       where the Land is located to determine the validity of claims against the Title
       that are adverse to the Insured and in interpreting and enforcing the terms of
       this policy. In either case shall the court or arbitrator apply its principles of law
       and procedure to determine the applicable law.
   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured
       against the Company must be filed only in a state or federal court within the
       United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
   Any notice of claim and any other notices or statements in writing required to be given
   the Company under this policy must be given to the Company at 500 Second Avenue
   South, Minneapolis, Minnesota 55401-2499.
OWNER POLICY OF TITLE INSURANCE

SCHEDULE A

G.F. No. 1202604A

Policy No. TO08018919

Amount of Insurance: $1,955,000.00

Premium: $11,748.40

Date of Policy: October 23, 2013

Property Address: SH 149 & Flagship Blvd just South of SH 105, TX

1. Name of Insured: Nantucket Housing, LLC, a Texas limited liability company

2. The estate or interest in the land that is covered by this policy is: Fee Simple

3. Title to the estate or interest in the land is insured as vested in: Nantucket Housing, LLC, a Texas limited liability company

4. The land referred to in this policy is described as follows:

TRACT ONE (1):

A tract of land containing 5.3219 acres, more or less, out of Restricted Commercial Reserve "G", Restricted Commercial Reserve "H" of MONTGOMERY TRACE CENTER, SECTION 1, a subdivision of record according the the map thereof recorded in Cabinet Q, Sheets 82 and 83 of the Map Records of Montgomery County, Texas and out of Restricted Commercial Reserve "I" of REPLAT, MONTGOMERY RESERVE, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas and being more particularly described in Exhibit "A" attached hereto.

TRACT TWO (2):

A tract of land containing 2.6726 acres, more or less, out of Restricted Commercial Reserve "G" of MONTGOMERY TRACE CENTER, SECTION 1, a subdivision of record according the the map thereof recorded in Cabinet Q, Sheets 82 and 83 of the Map Records of Montgomery County, Texas and being more particularly described in Exhibit "A" attached hereto.

TRACT THREE (3):

Being 2.123 acres of land, more or less, being all of Restricted Commercial Reserve "J" of REPLAT, MONTGOMERY RESERVE, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas.

TRACT FOUR (4):

A tract of land containing 6.9242 acres, more or less, out of Restricted Commercial Reserve and "H", of MONTGOMERY TRACE CENTER, SECTION 1, a subdivision of Record according to the map or plat thereof recorded in Plat Cabinet Q, as Sheets 82 and 83 of the Map Records, and out of Restricted Commercial Reserve "I", of REPLAT, MONTGOMERY RESERVE, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet

[Signature]

Counter-signed Old Republic Title Company of Conroe

Old Republic National Title Insurance Company
1896 of the said Map 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.
Exhibit "A" Attachment

TRACT ONE (1):

5.3219 ACRES (231,822 SQUARE FEET)

BEING A 5.3219 ACRES (231,822 SQUARE FEET) TRACT OF LAND OUT OF
RESTRICTED COMMERCIAL RESERVE "G", RESTRICTED COMMERCIAL RESERVE
"H", OF MONTGOMERY TRACE CENTER, SECTION 1, A SUBDIVISION OF RECORD
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SHEET
82 AND 83, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS. AND OUT
OF RESTRICTED COMMERCIAL RESERVE "I" AND ACCORDING TO THE MAP THEREOF RECORDED
IN CABINET Z, SHEET 1896 OF THE MONTGOMERY COUNTY MAP RECORDS; SAID
5.3219 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS
AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF THE EAST
RIGHT-OF-WAY LINE OF LIBERTY STREET (F.M. 149 — A STREET OF VARIABLE
WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FLAGSHIP BOULEVARD
(70-FEET WIDE) AND MARKING THE MOST NORTHERLY NORTHWEST CORNER OF
RESTRICTED COMMERCIAL RESERVE "G";

THENCE, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP
BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL
RESERVE "G", SOUTH 87 DEGREES 57 MINUTES 16 SECONDS EAST, FOR A
DISTANCE OF 10.23 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE
LEFT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID
FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED
COMMERCIAL RESERVE "G", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF
335.00 FEET, AN INTERIOR ANGLE OF 28 DEGREES 46 MINUTES 46 SECONDS,
AN ARC LENGTH OF 166.27 FEET AND A CHORD BEARING AND DISTANCE OF
NORTH 77 DEGREES 39 MINUTES 20 SECONDS EAST, 166.51 FEET TO A POINT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID
FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED
COMMERCIAL RESERVE "G", NORTH 83 DEGREES 15 MINUTES 56 SECONDS EAST,
FOR A DISTANCE OF 32.45 FEET TO A 5/8-INCH IRON ROD SET FOR THE POINT
OF BEGINNING OF THE HERETO DESCRIBED TRACT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID
FLAGSHIP BOULEVARD AND WITH THE NORTH LINES OF SAID RESTRICTED
COMMERCIAL RESERVE "G", RESTRICTED RESIDENTIAL RESERVE "I" AND SAID
RESTRICTED COMMERCIAL RESERVE "H", NORTH 63 DEGREES 15 MINUTES 56
SECONDS EAST, FOR A DISTANCE OF 339.98 FEET TO A 5/8-INCH IRON ROD
SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "H", ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, AN INTERIOR ANGLE OF 26 DEGREES 44 MINUTES 04 SECONDS, AN ARC LENGTH OF 123.69 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 76 DEGREES 37 MINUTES 58 SECONDS EAST, 122.53 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "H", NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 125.07 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID FLAGSHIP BOULEVARD RIGHT-OF-WAY AND ACROSS RESTRICTED COMMERCIAL RESERVE "H" AND ACROSS RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 00 DEGREES 09 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 101.66 FEET TO A 5/8-INCH IRON ROD SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, EASTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 112.77 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTHERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 00 DEGREES 09 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 138.84 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, SOUTHEASTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 92.21 FEET, AN INTERIOR ANGLE OF 32 DEGREES 27 MINUTES 45 SECONDS, AN ARC LENGTH OF 52.24 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 13 MINUTES 53 SECONDS EAST, 51.55 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 114.67 FEET, AN INTERIOR ANGLE OF 29 DEGREES 11 MINUTES 14 SECONDS, AN ARC LENGTH OF 58.42 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 59 MINUTES 13 SECONDS EAST, 57.79 FEET TO A SET 5/8-INCH IRON;

THENCE, SOUTHERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 00 DEGREES 09 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 122.57 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", NORTH 89 DEGREES 50 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 173.31 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, SOUTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, AN INTERIOR ANGLE OF 43 DEGREES 19 MINUTES 52 SECONDS, AN ARC LENGTH OF 14.37 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 29 MINUTES 27 SECONDS WEST, 14.03 FEET TO A SET 5/8-INCH IRON ROD;
THENCE, SOUTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 46 DEGREES 49 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 81.89 FEET TO A 5/8-INCH IRON ROD SET FOR THE MOST SOUTHERLY CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, NORTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", NORTH 43 DEGREES 10 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 180.69 FEET TO A 5/8-INCH IRON ROD SET FOR AN INTERIOR CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, SOUTHWESTERLY ACROSS SAID RESTRICTED RESIDENTIAL RESERVE "I", SOUTH 46 DEGREES 49 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 84.06 FEET TO A 5/8-INCH IRON ROD SET IN THE NORTHEASTERLY LINE OF RESTRICTED RESIDENTIAL RESERVE "J" AND IN THE SOUTHWESTERLY LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "I" AND MARKING THE MOST WESTERLY SOUTHWEST CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEASTERLY LINE OF RESTRICTED RESIDENTIAL RESERVE "J" AND IN THE SOUTHWESTERLY LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "I" AND ACROSS SAID RESTRICTED COMMERCIAL RESERVE "G", NORTH 43 DEGREES 10 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 395.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.3219 ACRES OR 231,822 SQUARE FEET OF LAND, MORE OR LESS.
TRACT TWO (2):

2.6726 ACRES (116,420 SQUARE FEET)

BEING A 2.6726 ACRES (116,420 SQUARE FEET) TRACT OF LAND OUT OF RESTRICTED COMMERCIAL RESERVE "G", OF MONTGOMERY TRACE CENTER, SECTION 1, A SUBDIVISION OF RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Q, SHEET 82 AND 83, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS. SAID 2.6726 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE NORTH 87 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID COMMERCIAL RESERVE "G", FOR A DISTANCE OF 10.23 FEET TO A 5/8-INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID COMMERCIAL RESERVE "G", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, AN INTERIOR ANGLE OF 28 DEGREES 46 MINUTES 46 SECONDS, AN ARC LENGTH OF 185.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 39 MINUTES 20 SECONDS EAST, 186.51 FEET TO A SET 5/8-INCH IRON ROD;

THENCE NORTH 63 DEGREES 15 MINUTES 56 SECONDS EAST, CONTINUING WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND WITH THE NORTH LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 32.45 FEET TO A SET 5/8-INCH IRON ROD;

THENCE SOUTH 43 DEGREES 10 MINUTES 27 SECONDS EAST, ACROSS SAID RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 158.22 FEET TO A SET 5/8-INCH IRON ROD, BEING THE NORTH CORNER OF RESTRICTED RESIDENTIAL RESERVE "J";

THENCE SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", SAME BEING THE WEST LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "J", FOR A DISTANCE OF 103.08 FEET TO A SET 5/8-INCH IRON ROD;
THENCE SOUTH 02 DEGREES 02 MINUTES 48 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID RESTRICTED COMMERCIAL RESERVE "G", SAME BEING THE WEST LINE OF SAID RESTRICTED RESIDENTIAL RESERVE "J", FOR A DISTANCE OF 269.89 FEET TO A SET 5/8-INCH IRON ROD IN THE NORTH LINE OF A CALLED 7.38 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 111, PAGE 162 OF THE MONTGOMERY COUNTY DEED RECORDS;

THENCE NORTH 76 DEGREES 59 MINUTES 10 SECONDS WEST, WITH THE NORTH LINE OF SAID 7.38 ACRE TRACT AND THE SOUTH LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 216.83 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE MOST SOUTHEAST CORNER OF A 0.28 ACRE TRACT DESCRIBED UNDER MONTGOMERY COUNTY CLERK'S FILE NO. 9651163 AND THE MOST SOUTHERLY SOUTHWEST CORNER OF COMMERCIAL RESERVE "G" AND THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 21 MINUTES 35 SECONDS EAST, WITH THE EAST LINE OF SAID 0.28 ACRE TRACT AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 123.75 FEET TO A FOUND 1/2-INCH IRON ROD MARKING THE MOST NORTHEAST CORNER OF SAID 0.28 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 33 MINUTES 13 SECOND WEST, WITH A SOUTHERLY LINE OF RESTRICTED COMMERCIAL RESERVE "G" AND THE NORTH LINE OF SAID 0.28 ACRE TRACT, FOR A DISTANCE OF 100.08 FEET TO A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY STREET AND MARKING THE MOST NORTHWEST CORNER OF SAID 0.28 ACRE TRACT AND THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 02 MINUTES 44 SECONDS EAST, WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY STREET AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 143.26 FEET TO A SET 5/8-INCH IRON ROD;

THENCE NORTH 16 DEGREES 04 MINUTES 54 SECONDS EAST, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY STREET AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 103.08 FEET TO A SET 5/8-INCH IRON ROD;

THENCE NORTH 02 DEGREES 03 MINUTES 21 SECONDS EAST, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY STREET AND THE WEST LINE OF RESTRICTED COMMERCIAL RESERVE "G", FOR A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.5726 ACRES OR 116,420 SQUARE FEET OF LAND, MORE OR LESS.

TRACT THREE (3):

Being 2.123 acres of land, more or less, being all of Restricted Commercial Reserve "J" of REPLAT, MONTGOMERY RESERVE, SECTION 1, a subdivision of record according to the map or plat thereof recorded in Plat Cabinet Z, as Sheet 1896 of the said Map Records of Montgomery County, Texas.
TRACT FOUR (4):

6.9242 ACRES (301,618 SQUARE FEET)

BEING 6.9242 ACRES (301,618 SQUARE FEET) TRACT OF LAND OUT OF RESTRICTED COMMERCIAL RESERVE "H" OF MONTGOMERY TRACT CENTER, SECTION 1, A SUBDIVISION OF RECORDS ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN CABINET G, SHEET 92 AND 93, OF THE MAP BOOKS AND OUT OF RESTRICTED COMMERCIAL RESERVE "I" OF REPLAT MONTGOMERY RESERVE, SECTION 1, ACCORDING TO THE MAP THEREOF RECORDED IN CABINET 2, SHEET 1086 OF THE MAP BOOKS OF MONTGOMERY COUNTY, TEXAS. SAID 6.9242 ACRES BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDARIES AS FOLLOWS:

BEGINNING AT A SET 5/8 INCH IRON ROD AT THE MOST NORTHEAST CORNER OF SAID COMMERCIAL RESERVE "H" AND THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF A 270 ACRE TRACT AS RECORDED IN VOLUME 655, PAGE 34 OF THE MONTGOMERY COUNTY DEED RECORDS AND THE EAST LINE OF COMMERCIAL RESERVE "H" AND RESIDENTIAL RESERVE "I", SOUTH 00 DEGREES 00 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 939.43 FEET TO A FOUND 1/2-INCH IRON ROD MARKING THE MOST SOUTHEAST CORNER OF RESIDENTIAL RESERVE "I" AND THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF RESIDENTIAL RESERVE "I" AND A NORTHERLY LINE OF SAID 270 ACRE TRACT, NORTH 85 DEGREES 12 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 418.28 FEET TO A 1/2- INCH IRON ROD SET FOR CORNER;

THENCE, WITH THE SOUTHWEST LINE OF SAID RESERVE "I", NORTH 43 DEGREES 10 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 731.87 FEET TO A 1/2- INCH IRON ROD FOUND FOR THE MOST WESTERN CORNER;

THENCE, DEPARTING SAID SOUTHWEST LINE OF SAID RESIDENTIAL RESERVE "I" AND RESIDENTIAL RESERVE "I" AND IN A NORTHWESTERLY DIRECTION ACROSS RESIDENTIAL RESERVE "I", NORTH 48 DEGREES 49 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 84.08 FEET TO A SET 5/8- INCH IRON ROD;

THENCE, ACROSS RESIDENTIAL RESERVE "I" THE FOLLOWING NINE COURSES:

1. SOUTH 43 DEGREES 10 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 160.69 FEET TO A SET 5/8- INCH IRON ROD;
2. NORTH 46 DEGREES 49 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 81.69 FEET TO A 5/8- INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.30 FEET, AN INTERIOR ANGLE OF 43 DEGREES 10 MINUTES 29 SECONDS, AN ARC LENGTH OF 14.37 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 29 MINUTES 27 SECONDS EAST, 14.03 FEET TO A SET 5/8- INCH IRON ROD;
4. SOUTH 69 DEGREES 30 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 173.34 FEET TO A SET 5/8- INCH IRON ROD;
5. NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 122.57 FEET TO A 5/8- INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;
6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 114.67 FEET, AN INTERIOR ANGLE OF 28 DEGREES 11 MINUTES 14 SECONDS, AN ARC LENGTH OF 59.42 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 59 MINUTES 13 SECONDS WEST, 57.78 FEET TO A 5/8- INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
7. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 92.21 FEET, AN INTERIOR ANGLE OF 32 DEGREES 27 MINUTES 43 SECONDS, AN ARC LENGTH OF 20.24 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 13 MINUTES 53 SECONDS WEST, 51.55 FEET TO A SET 5/8- INCH IRON ROD;
8. NORTH 00 DEGREES 09 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 138.04 FEET TO A 5/8- INCH IRON ROD;
9. NORTH 00 DEGREES 50 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 112.77 FEET TO A SET 5/8- INCH IRON ROD;

THENCE, NORTH 00 DEGREES 09 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 101.66 FEET TO A 5/8- INCH IRON ROD SET IN THE SOUTH RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND IN THE NORTH LINE OF COMMERCIAL RESERVE "H" AND MARKING THE MOST NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND THE NORTH LINE OF COMMERCIAL RESERVE "H", NORTH 96 DEGREES, 00 MINUTES, 00 SECONDS EAST, FOR A DISTANCE OF 217.80 FEET TO A 5/8- INCH IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, WITH THE SOUTHERNLY RIGHT-OF-WAY LINE OF SAID FLAGSHIP BOULEVARD AND THE NORTH LINE OF COMMERCIAL RESERVE "H", ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.98 FEET, AN INTERIOR ANGLE OF 97 DEGREES 19 MINUTES 13 SECONDS, AN ARC LENGTH OF 369.15 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 43 MINUTES 14 SECONDS EAST, 242.03 TO THE POINT OF BEGINNING AND CONTAINING 6.9242 ACRES OR 301,618 SQUARE FEET OF LAND, MORE OR LESS.
OWNER POLICY OF TITLE INSURANCE

SCHEDULE B

G.F. No. 1202604A
Policy No. T008018919

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

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

   a. Covenants, conditions and restrictions, charges, assessments and liens provided in instruments recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File Nos. 2001-110703, 2001-110704, 2001-068845, 2002-132505, and 2004-130721, and those as may appear on Subdivision Plats of record in Plat Cabinet Q, as Sheet 82 and in Plat Cabinet Z, as Sheet 1896 of the Map Records of Montgomery County, Texas and Regulations and/or ordinances as imposed by the City of Montgomery, but deleting any restrictions based on race, color, religion, material origin, sex, familial status or handicap.

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.

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.

5. Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years; 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.

6. 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. Vendor's Lien retained in Deed dated October 21, 2013, from Montgomery Flagship Properties, Ltd., a Texas limited partnership to Nantucket Housing, LLC, a Texas limited liability company, filed for record on October 23, 2013, under Clerk's File No. 2013113964, securing the payment of one certain promissory note of even date therewith in
b. Rights of parties in possession.

c. Terms, provisions and conditions of that certain Reciprocal Shopping Center Easement Agreement executed by and between Montgomery Flagship Properties, Ltd., and System Capital Real Property Corporation, dated December 11, 2001, as evidenced by Non-Disturbance Agreement recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-110702 and as reflected in Non-Disturbance Agreement filed under Clerk's File No. 2001-110703.


f. Building lines, easements, etc as set forth and shown in Map and Dedication thereof recorded in Cabinet J, Sheet 82 and in Cabinet Z, Sheet 1896 of the Map Records of Montgomery County, Texas.

g. Easement granted to Gulf States Utilities Company and Southwestern Bell Telephone Company in Instrument executed by Mrs. Betty Peel, dated October 20, 1954, recorded in Volume 405, Page 17 of the Deed Records of Montgomery County, Texas.

h. Easement granted to Entergy Gulf States, Inc. as set forth in instrument filed under Clerk's File No. 2001-096686 of the Real Property Records of Montgomery County, Texas.

i. An undivided 1/10th of all oil, gas and other minerals of every character in and under the herein described property, sans leasing rights, conveyed to Bobbie L. Harris in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 8524155, reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

j. All oil, gas and other minerals of every character in and under the herein described property, except for sand, gravel, rock, stone, culicke, or other minerals considered part of the surface estate, reserved by Mary Elizabeth "Bettie" Peel Lee Fields in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2001-038480, reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

k. All or part of the herein described property is located within an incorporated area known as the City of Montgomery County, Texas.

Old Republic National Title Insurance Company
IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact (Old Republic Title Company of Conroe 936-539-3121).

You may call Old Republic National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (Old Republic Title Company of Conroe 936-539-3121).

Usted puede llamar al numero de telefono gratis de Old Republic National Title Insurance Company's para informacion o para someter una queja al:

1-888-678-1700

Usted tambien puede escribir a Old Republic National Title Insurance Company's:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departament de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propuesto de información y no se convierte en parte o condición del documento adjunto.
Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment if and only if (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy all of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative."

In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.
Important Notice

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

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

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

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

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

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

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

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.
COMMITMENT FOR TITLE INSURANCE T-7
Issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

We (Old Republic National Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued through the Office of:
Mindy Crawford
Old Republic National Title Insurance Company
777 Post Oak Blvd. Ste. 100
Houston, TX 77056
Phone: 713-626-9220
Fax: 281-715-5695
Email: mcrawford@OldRepublicTitle.com

By [Signature]
President

By [Signature]
Secretary
SCHEDULE A

Mindy Crawford
PC/PC TD: MZ/3218
Effective Date: April 1, 2018, 8:00 A.M.
Issued Date: April 17, 2018

G.F. No. or File No. 18002532

1. The policy or policies to be issued are:
   
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount:
       PROPOSED INSURED: Nantucket Housing, LLC, a Texas limited liability company
   
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount:
       PROPOSED INSURED:
   
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount:
       PROPOSED INSURED:
       Proposed Borrower:
   
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount:
       PROPOSED INSURED:
       Proposed Borrower:
   
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount:
       PROPOSED INSURED:
       Proposed Borrower:
   
   (f) OTHER
       Policy Amount:
       PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:

   NANTUCKET HOUSING, LLC, a Texas limited liability company

4. Legal description of land:

   All of Restricted Reserve "B" of HERITAGE PLAZA, SECTION 1, a subdivision in Montgomery County, Texas according to the map or plat thereof recorded in Cabinet Z, Sheet 3218 of the Map Records of Montgomery County, Texas.
G.F. No. 18002532

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):


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.)

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

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

Old Republic National Title Insurance Company
Continuation of Schedule B

G.F. No. 18002532

(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. (This exception may be modified or deleted upon physical inspection of the property by a member of the title company.) (Owner’s Policy Only)

b. Terms and provisions of any and all leases, together with rights of Lessees thereunder.

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. (This exception will be deleted upon receipt and review of a satisfactory qualifying survey. The Company expressly reserves the right to take specific exception to any adverse matters reflected thereon.)

d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (Pursuant to Procedural Rule P-50.1 the above exception must appear on any corresponding policy issued if a T-19.2 or T-19.3 endorsement that meets underwriting standards is requested by the proposed insured.)

e. The following matters reflected on the recorded plat filed in Cabinet No. Z, Sheet No. 3218, of the Map Records of Montgomery County, Texas:

An easement 16 feet in width along the northerly property line for the use of public utilities.

Building set back line 25 feet in width along Flagship Boulevard.

An easement 10 feet in width along the easterly property line for the use of public utilities.

An easement 10 feet in width along the southerly property line for the use of public utilities.

Building set back line 10 feet in width along the easterly property line.

Building set back line 10 feet in width along the westerly property line.

Building set back line 10 feet in width along the southerly property line.

f. Terms, provisions and conditions of that certain Reciprocal Shopping Center Easement Agreement executed by and between Montgomery Flagship Properties, Ltd., and System Capital Real Property Corporation, as evidenced in that certain Non-Disturbance Agreement filed for record under Montgomery County Clerk’s File No. 2001-110702, and in Non-Disturbance Agreement filed for record under Montgomery County Clerk’s File No. 2001-110703.

g. Mutual Agreement for Reciprocal Easement with Covenants and Restrictions executed by and between Montgomery Flagship Properties, Ltd., and Brookshire Brothers, Ltd., filed for record under Montgomery County Clerk’s File No(s). 2001-065849 and 2002-132500.

h. Declaration of Covenants and Mutual Access Easement by and between Montgomery Flagship Properties, Ltd., and MTC Partners, LP, as set forth by instrument filed for record under Montgomery County Clerk’s File No. 2004-130721.

i. Easement granted to Entergy Gulf States, Inc., as set forth and defined by instrument filed for record under Montgomery County Clerk’s File No. 2001-096686.

Old Republic National Title Insurance Company
j. Terms, conditions and provisions contained in that certain Easement Agreement by and between Nantucket Housing, LLC, and Montgomery Heritage Plaza, LP, as set forth by instrument filed for record under Montgomery County Clerk's File No. 2015011349.

k. An undivided 1/10th of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted therefrom as the same are set forth in instrument filed for record under Montgomery County Clerk's File No. 8524155 (Said interest not investigated subsequent to date of reservation or conveyance.)
G.F. No. 18002532

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:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - 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,
   - there is legal right of access to and from the land,
   - (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. NOTE: We find no outstanding voluntary liens of record affecting the subject property. Inquiry should be made concerning the existence of any recorded or unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.

6. The following documents are required for review prior to the closing of the transaction and issuance of any title insurance predicated upon a conveyance or encumbrance from Nantucket Housing, LLC, a Limited Liability Company:
   a) Certificate of Formation (or Articles of Organization), including any amendments, registered with the Secretary of State;
   b) Satisfactory evidence that the Limited Liability Company is in good standing in the State of Texas;
   c) Company Agreement (or Operating/Management Agreement), including any amendments, showing the Membership of the Company and identity of and authority of the person or persons, acting on behalf of the Limited Liability Company, to execute the transaction documents.

Upon review, the Company reserves the right to make additional requirements and/or exceptions.

7. NOTE: This Commitment for Title Insurance (Form T-7) was prepared on the basis of an ordinary sales transaction. Should the transaction change, in any manner, including but not limited to a construction loan or a pass through transaction, the Company's examination personnel must be notified and the commitment amended accordingly.

NOTE TO ALL BUYERS, SELLERS BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT: THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND

Old Republic National Title Insurance Company
REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. TEXAS DEPARTMENT 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. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.

c. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentation.

d. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.

e. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.

f. Uncertified funds in amounts less than $1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the $1,500 limitation;

g. Uncertified funds in amounts of $1,500 or more, drafts, and any other items when collected by the financial institution;

h. State of Texas Warrants;

i. United States Treasury Checks;

j. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) with such financial institution;

k. Checks by city and county governments located in the State of Texas.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

G.F. No. or File No. 18002532
Effective Date: April 1, 2018,

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

   DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
   HARRINGTON BISCHOF
   JAMES HELLAUER
   DENNIS P. VAN MIEGHEM
   RANDE K. YEAGER
   STEVEN J. BATEMAN
   JOHN M. DIXON
   ARNOLD L. STEINER
   JIMMY A. DEW
   CHARLES F. TITTERTON
   GLENN W. REED
   STEVE R. WALKER
   A. C. ZUCARO
   FREDERICKA TAUBITZ
   SPENCER LEROY, III

   OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
   MARK A. BILBREY, President
   CURTIS J. HOFFMAN, Executive Vice President
   DANA C. SOLMS, Executive Vice President
   DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel
   GARY J. HORN, Executive Vice President
   CAROLYN J. MONROE, Executive Vice President
   CHERYL JONES, Executive Vice President
   CHRIS G. LIENER, Executive Vice President
   RANDE K. YEAGER, Chairman and CEO
   JEFFERY J. BLUHM, Executive Vice President
   MARK M. BUDZINSKI, Executive Vice President
   PATRICK A. CONNOR, Executive Vice President
   MIKE TARPEY, Vice President, Treasurer
   ROGER A. GAIO, Executive Vice President
   ROBERT E. ZELLER, Executive Vice President
   MICHAEL B. SKALKA, Executive Vice President

   Shareholders owning, controlling or holding, either personally or beneficially, 10% or more of the shares of Old Republic National Title Insurance Company as of the last day of the year preceding the date herein above set forth are as follows: Old Republic Title Insurance Companies, Inc.—100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

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

   OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
   (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium as follows: Old Republic Title Insurance Companies, Inc.—100%

   (b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows. Same as Section 1.

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent. Directors: Same as Section 1

   MARK A. BILBREY, President
   CURTIS HOFFMAN, Executive Vice President, SW Regional Mgr.
   AMY RODRIGUEZ, Vice President, DFW Manager
   JEFFERSON C. WEBB, Vice President, Houston Div. Manager

Old Republic National Title Insurance Company
Continuation of Schedule D

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

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners Policy</td>
<td>$238.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$238.00</td>
</tr>
</tbody>
</table>

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

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

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

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-678-1700 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations and Exclusions.
**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

**Why?**
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**
The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

**How?**
All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share, and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Old Republic Title share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes - to offer our products and services to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes - information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes - information about your creditworthiness</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For non-affiliates to market to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

**Questions**
Go to www.oldrepublictitle.com (Contact Us)

Old Republic National Title Insurance Company
### Who we are

| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

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### What we do

| How does Old Republic Title protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy. |
| How does Old Republic Title collect my personal information? | We collect your personal information, for example, when you:  
- Give us your contact information or show your driver's license  
- Show your government-issued ID or provide your mortgage information  
- Make a wire transfer  
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:  
- Sharing for affiliates' everyday business purposes information about your creditworthiness  
- Affiliates from using your information to market to you  
- Sharing for non-affiliates to market to you  
State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law. |

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### Definitions

| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies.  
- Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina. |
| Non-affiliates | Companies not related by common ownership or control. They can be financial and non-financial companies.  
- Old Republic Title does not share with non-affiliates so they can market to you |
| Joint marketing | A formal agreement between non-affiliated financial companies that together market financial products or services to you.  
- Old Republic Title doesn't jointly market. |
### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may view and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

<table>
<thead>
<tr>
<th>American First Abstract, LLC</th>
<th>American First Title &amp; Trust Company</th>
<th>American Guaranty Title Insurance Company</th>
<th>Attorneys' Title Fund Services, LLC</th>
<th>Compass Abstract, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>eRecording Partners Network, LLC</td>
<td>Genesis Abstract, LLC</td>
<td>Kansas City Management Group, LLC</td>
<td>L.T. Service Corp.</td>
<td>Lenders Inspection Company</td>
</tr>
<tr>
<td>Lex Terrae National Title Services, Inc.</td>
<td>Lex Terrae, Ltd.</td>
<td>Mara Escrow Company</td>
<td>Mississippi Valley Title Services Company</td>
<td>National Title Agent's Services Company</td>
</tr>
<tr>
<td>Old Republic Branch Information Services, Inc.</td>
<td>Old Republic Diversified Services, Inc.</td>
<td>Old Republic Exchange Company</td>
<td>Old Republic National Title Insurance Company</td>
<td>Old Republic Title and Escrow of Hawaii, Ltd.</td>
</tr>
<tr>
<td>Old Republic Title Co.</td>
<td>Old Republic Title Company of Conroe</td>
<td>Old Republic Title Company of Indiana</td>
<td>Old Republic Title Company of Nevada</td>
<td>Old Republic Title Company of Oklahoma</td>
</tr>
<tr>
<td>Old Republic Title Company of Oregon</td>
<td>Old Republic Title Company of St. Louis</td>
<td>Old Republic Title Company of Tennessee</td>
<td>Old Republic Title Information Concepts</td>
<td>Old Republic Title Insurance Agency, Inc.</td>
</tr>
<tr>
<td>Old Republic Title, Ltd.</td>
<td>Republic Abstract &amp; Settlement, LLC</td>
<td>Sentry Abstract Company</td>
<td>The Title Company of North Carolina</td>
<td>Title Services, LLC</td>
</tr>
<tr>
<td>Trident Land Transfer Company, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Old Republic National Title Insurance Company**
DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner's Policy)

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

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

The Arbitration provision in the Policy is as follows:

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

I request deletion of the Arbitration provision.

__________________________  _______________________
Signature                       Date

Old Republic National Title Insurance Company
IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact (Old Republic National Title Insurance Company 713-682-4144).

You may call Old Republic National Title Insurance Company’s toll-free telephone number for information or to make a complaint at:

1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con su (Old Republic National Title Insurance Company 713-682-4144).

Usted puede llamar al número de teléfono gratis de Old Republic National Title Insurance Company para información o para someter una queja al:

1-888-678-1700

Usted también puede escribir a Old Republic National Title Insurance Company:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
Tab 13

Multiple Site Information Form
### Multiple Site Information Form

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

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

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

#### Street Address
- [Contact Address]
- [City]

#### Contact Name for Seller
- [Name]

#### Name of Seller Entity
- [Entity]

#### Seller Address
- [City]
- [State]
- [Zip]

#### Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?
- [Response]

#### Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?
- [Response]

#### If yes above, describe relationship:
- [Relationship]

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

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

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

### 2

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

#### Street Address
- [Contact Address]
- [City]

#### Contact Name for Seller
- [Name]

#### Name of Seller Entity
- [Entity]

#### Seller Address
- [City]
- [State]
- [Zip]

#### Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?
- [Response]

#### Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?
- [Response]

#### If yes above, describe relationship:
- [Relationship]

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

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

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

If a revised form is submitted, date of submission:
Tab 14

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

Please identify all elected officials which represent the Development Site.

** US Representative

State Senator

Support Letter

City Mayor

School Superintendent

Presiding officer of Board of Trustees

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

1. Name of Organization | Contact Name
                         | Address | City
                         | Zip     | Phone | Fax or Email

2. Name of Organization | Contact Name
                         | Address | City
                         | Zip     | Phone | Fax or Email

3. Name of Organization | Contact Name
                         | Address | City
                         | Zip     | Phone | Fax or Email

4. Name of Organization | Contact Name
                         | Address | City
                         | Zip     | Phone | Fax or Email

5. Name of Organization | Contact Name
                         | Address | City
                         | Zip     | Phone | Fax or Email
Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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:

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

[X] I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not 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.

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

[X] 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.

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

Part 3. No Neighborhood Organizations exist (Competitive HTC only):

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

Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

Jessica Bailey

Printed Name

25-Feb-18

Date

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of February , 2018

Notary Public Signature

JELA HENDERSON
Notary ID # 129332355
My Commission Expires
February 28, 2021
Tab 17

Development Narrative
1. **The proposed Development is:** (Check all that apply)

- [ ] New Construction
- [ ] and/or: 

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

- Previous TDHCA # 16174
- If Acquisition/Rehab or Rehab, original construction year: 

If Reconstruction, Units Demolished 

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.

Heritage Seniors will consist of 80 independent senior living apartment homes on 4.09 acres located in the city of Montgomery, Texas. The property will offer 64 affordable units and 16 market rate units all targeted at the elderly population. The community will be comprised of one (1) three-story residential building subdivided into four (4) building sections with 'section 2' containing the integrated clubhouse. The building exteriors will feature some combination of brick or stone as well as Hardi-siding.

The community will feature all of the finishes typical for a Class 'A' development in the greater Montgomery area. These will include 9' ceilings, crown molding, breakfast bar, energy efficient appliances, wood-style flooring, ceiling fans and others. In addition, the property will feature common amenities such as a community room, swimming pool, exercise/fitness center, business center, craft/game room, and others. The property will also feature lush landscaping, gardens and other elements of green space.

Heritage Seniors will serve a demand for high-quality rental senior housing, at a broad range of income levels to accommodate the diverse incomes of the surrounding area.

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

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></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>$750,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:**

---

5. **Funding Request:**

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.

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

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: __________ 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? __________

---

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

---
Tab 18

Development Activities Part I
Development Activities

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

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

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

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

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

     | Bedroom Size | 0  | 1  | 2  | 3  | 4  |
     |--------------|----|----|----|----|----|
     | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |

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

   **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**
   - Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
   - Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

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

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

   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
   - Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

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

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

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

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

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

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

   - # of Units must qualify for [10] Points
   - Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

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

   - **A. Unit Sizes**
     - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     - Bed Sizes: 0, 1, 2, 3, 4
     - Square Footage: 500, 600, 800, 1,000, 1,200
   - OR:
     - n/a 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)**
     - n/a 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.
     - n/a 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)**

   - n/a 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.
   - n/a 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 specificiations 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”) must 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).
<table>
<thead>
<tr>
<th>Tab 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Activities Part II</td>
</tr>
</tbody>
</table>
### Development Activities (Continued)

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

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:  
  Points claimed: **8**
- Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant;  
  Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*  
  Points claimed: **7**

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

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

#### 3. Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]

- Total Number of Units at 50% or less of AMGI: **18**
- Number of 30% Units used to score points under §11.9(c)(2)*: **5**
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost): **0**
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1): **13**
- Percentage used for calculation of eligible points under §11.9(c)(1): **20.31%**

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: **0**
- Developments proposed in all other areas.  
  Points: **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: **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: **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: **11**
- At least 5% of all low-income Units at 30% or less of AMGI  
  Points: **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  [ ] All other Developments.
   - [x] The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

   Points Claimed: 10

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

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

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

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

   Existing Development Name: Woodway Square

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

   Points Claimed: 2

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

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

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

   Points Claimed: 0

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

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

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

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

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

   Points Claimed: 0

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Application is seeking points for Tenant Populations.

Points Claimed: 2
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Development is requesting Pre-Application Points.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Development will maintain a 35 year Affordability Period.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.</td>
<td></td>
</tr>
</tbody>
</table>
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 certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

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

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

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

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

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

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

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

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

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

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

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

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

**Property Condition Standards Certification**

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

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

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

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

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

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

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

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

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

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

Environmental

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

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

Displacement of Existing Tenants

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

Davis Bacon

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

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

Procurement of Recovered Materials

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

Housing Standards for Assisted Units

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

Eligibility and Threshold Certification

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

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

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

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

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

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

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

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

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

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

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

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

**Management Practices Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Signature of Authorized Representative

Jessica Bailey
Printed Name

President
Title

February 25, 2018
Date

The State of Texas

COUNTY OF

Before me, a notary public, on this day personally appeared Jessica Bailey, President, 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 25th day of February 2018.

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires February 28, 2021

2018 Uniform Multifamily Application Section 811 PRA Certification
Tab 20

Existing Development Information
### EXISTING DEVELOPMENT INFORMATION

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

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

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

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 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 1701z-1)
   - 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 properties 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
Occupied Developments
Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

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

AND

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

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

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

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

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

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

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

Relocation Certification for Section 811 PRA and Direct Loan Applications

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

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

Signature of Applicant

Printed Name

Date
Tab 22

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

(If development is scattered site, consult staff.)

<table>
<thead>
<tr>
<th>Site Plan which:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- states the size of the site on its face</td>
</tr>
<tr>
<td>- 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.</td>
</tr>
<tr>
<td>- identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form</td>
</tr>
<tr>
<td>- clearly delineates the flood plain boundary lines or states there is no floodplain</td>
</tr>
<tr>
<td>- identifies all easements, regardless of how they are held</td>
</tr>
<tr>
<td>- indicates placement of detention/retention pond(s) or states there are no detention ponds</td>
</tr>
<tr>
<td>- indicates the location and number of parking spaces, garages and carports</td>
</tr>
<tr>
<td>- indicates the location and number of accessible parking spaces (review application webinar)</td>
</tr>
<tr>
<td>- includes information regarding local parking requirements</td>
</tr>
<tr>
<td>- indicates compliant accessible routes</td>
</tr>
<tr>
<td>- includes a unit and building type table matrix that indicates the distribution of accessible Units</td>
</tr>
</tbody>
</table>

**n/a** describes if applicable how flood mitigation or other required mitigation will be accomplished.

<table>
<thead>
<tr>
<th>Residential Building floor plans should include the following, building by building:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- 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</td>
</tr>
<tr>
<td>- location of accessible units</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Common Building floor plans should include the following, building by building:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- 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).</td>
</tr>
<tr>
<td>- 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).</td>
</tr>
<tr>
<td>- tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)</td>
</tr>
<tr>
<td>- 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)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Unit floor plans for each type of Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>- 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</td>
</tr>
<tr>
<td>- All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Elevations for each side of each building type and must include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- a percentage estimate of the exterior composition of each elevation</td>
</tr>
<tr>
<td>- roof pitch</td>
</tr>
</tbody>
</table>

**n/a** Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
This Preliminary Site Plan is released for planning purposes under the authority of William J. Kotlan, PE No. 80229 on February 27, 2018. It is not to be used for building permits, bidding or construction.

This Preliminary Site Plan materially adheres to all applicable zoning, site development, and building code ordinances.
HERITAGE SENIORS

A Seniors Community

MUCASEY

& Associates

Architects

4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1610
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Heritage Seniors

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Unit "B2 H.C." Floor Plan
First Floor Plan
Second Floor Plan
Third Floor Plan
Exterior Elevations
Grille House - Floor Plan & Elevations
# Project Summary

## Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>41</td>
<td>705 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>3</td>
<td>706 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units**: 44 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>34</td>
<td>921 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>2</td>
<td>921 s.f.</td>
</tr>
</tbody>
</table>

**Total Two Bedroom Units**: 36 Units

**Apartments Net Rentable Total**: 80 Units, 64,179 s.f.

## Amenities:

- **Amenity Center**: 5,219 s.f.
- **Amenity Porch**: 94 s.f.
- **Total Patio / Balcony**: 5,299 s.f.
- **Grille House**: 598 s.f.
- **Rentable Storage**: 763 s.f.
- **Total Breezeway & Stairs**: 15,744 s.f.
- **Other Support Areas**: 3,700 s.f.

**Project Total**: 95,596 s.f.

## Parking:

- Parking required: 1.5 cars per Unit x 80 Units = 120 cars
- **Total Parking Required**: 120 cars

<table>
<thead>
<tr>
<th>Van</th>
<th>H.C.</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible</td>
<td>Accessible</td>
<td>Total</td>
</tr>
<tr>
<td>1 cars</td>
<td>8 cars</td>
<td>100 cars</td>
</tr>
<tr>
<td>1 cars</td>
<td>0 cars</td>
<td>11 cars</td>
</tr>
<tr>
<td>2 cars</td>
<td>8 cars</td>
<td>110 cars</td>
</tr>
<tr>
<td>120 cars</td>
<td></td>
<td>120 cars</td>
</tr>
</tbody>
</table>

## Building Matrix:

<table>
<thead>
<tr>
<th>Bldg. #1</th>
<th>Bldg. #2</th>
<th>Bldg. #3</th>
<th>Bldg. #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 A1 units</td>
<td>8 A1 units</td>
<td>16 A1 units</td>
<td>12 A1 units</td>
</tr>
<tr>
<td>6 B1 units</td>
<td>Amenity Center</td>
<td>2 A2 units</td>
<td>18 B1 units</td>
</tr>
<tr>
<td>12 Total units</td>
<td>8 Total units</td>
<td>10 B1 units</td>
<td>30 Total units</td>
</tr>
<tr>
<td>2 B2 units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>30 Total units</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HERITAGE SENIORS
Mucasey & Associates, Architects
February 26, 2018

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
AMENITY CENTER - 1st Floor

Heritage Seniors
Mucasey & Associates, Architects

AMENITY: 5,219 s.f.
PATIO: 94 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Heritage Seniors
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE  706 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B1" - Two Bedroom, 2 Bath

Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath

Heritage Seniors
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE  921 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING PLAN - Second Floor Plan

Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION - 'A' (N.E.)

ELEVATION - 'B' (N.W.)

Heritage Seniors
Mucasey & Associates, Architects

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Heritage Seniors
Mucasey & Associates, Architects

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#### Apartments:

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<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>41</td>
<td>705 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>3</td>
<td>706 s.f.</td>
</tr>
<tr>
<td></td>
<td><strong>Total One Bedroom Units</strong></td>
<td></td>
<td><strong>44 Units</strong></td>
</tr>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>34</td>
<td>923 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>2</td>
<td>923 s.f.</td>
</tr>
<tr>
<td></td>
<td><strong>Total Two Bedroom Units</strong></td>
<td></td>
<td><strong>36 Units</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Apartments Net Rentable Total</strong></td>
<td></td>
<td><strong>80 Units</strong></td>
</tr>
</tbody>
</table>

#### Amenities:

- **Amenity Center**: 5,219 s.f.
- **Amenity Porch**: 94 s.f.
- **Total Patio / Balcony**: 5,313 s.f.
- **Grille House**: 598 s.f.
- **Rentable Storage**: 763 s.f.
- **Total Breezeway & Stairs**: 15,744 s.f.
- **Other Support Areas**: 3,700 s.f.

**Project Total**: 95,596 s.f.

#### Parking:

- **Parking required**: 120 cars
- **Van H.C. Total**: 120 cars
- **Total Parking Required**: 120 cars
- **Open Parking (secured)**: 100 cars
- **Amenity Parking (non-secured)**: 10 cars
- **Total Parking Provided**: 120 cars

#### Building Matrix:

<table>
<thead>
<tr>
<th>Bldg. #</th>
<th>A1 units</th>
<th>A2 units</th>
<th>A1 units</th>
<th>A2 units</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>6</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td></td>
<td></td>
<td>16</td>
<td>12</td>
</tr>
<tr>
<td>#3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**: 30 units

---

**SITE FEASIBILITY REPORT**

5. Parking of 2 spaces per unit. 150 parking spaces per unit are provided. A variance of the zoning ordinance is recommended based on industry standards for senior apartments.

2 spaces per unit is code - bps
**Project Summary**

### Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>41</td>
<td>705 sf</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath (2nd)</td>
<td>3</td>
<td>700 sf</td>
</tr>
<tr>
<td><strong>Total One Bedroom Units</strong></td>
<td></td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Baths</td>
<td>34</td>
<td>921 sf</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Baths (2nd)</td>
<td>2</td>
<td>921 sf</td>
</tr>
<tr>
<td><strong>Total Two Bedroom Units</strong></td>
<td></td>
<td>36</td>
<td></td>
</tr>
<tr>
<td><strong>Apartments Not Rentable Total</strong></td>
<td></td>
<td>80</td>
<td>64,179 sf</td>
</tr>
</tbody>
</table>

### Amenity Center:
- 5,210 sf

### Amenity Porch:
- 54 sf

### Total Patio / Balcony:
- 5,209 sf

### Grille House:
- 598 sf

### Rentable Storage:
- 583 sf

### Total Breezeway & Stairs:
- 15,584 sf

### Other Support Areas:
- 3,700 sf

### Project Total:
- 95,956 sf

### Parking:

**Parking required:**
- 1.5 cars per Unit @ 80 Units = 120 cars

**Total Parking Required:** 120 cars

<table>
<thead>
<tr>
<th>Location</th>
<th>Accessible</th>
<th>H.C. Accessible</th>
<th>Accessible</th>
<th>Standard</th>
<th>Total</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Parking (direct)</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Amenity Parking (non-direct)</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>10</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td><strong>Total Parking Provided:</strong></td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>110</td>
<td>110</td>
<td>110</td>
</tr>
</tbody>
</table>

### Building Matrix:

- H.C. indicates mobility impaired unit
- 5/H indicates sight/hearing impaired unit
- Note: This project is one contiguous structure, separated into 4 distinct buildings, #1, #2, #3, and #4, separated by 2-hour area separation walls.

**SITE PLAN**

_Heritage Seniors_
Mucasey & Associates, Architects

**SITE KEY PLAN**

_Drawn: 2 van APS + 8 standard APS - bps_

_Move an APS here? - bps_

**SITE KEY PLAN**

**PROPERTY AREA: 4.02 ACRES**

**PROPERTY IS IN FLOOD ZONE "X"**

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HERITAGE SENIORS
Mucasey & Associates, Architects
February 26, 2018

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
AMENITY CENTER - 1st Floor

<table>
<thead>
<tr>
<th>Conditioned Space - Tenant Accessible</th>
<th>Unconditioned Space - Tenant Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lobby</td>
<td>Bath</td>
</tr>
<tr>
<td>Lease Office</td>
<td>80 s.f.</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Office</td>
<td>840 s.f.</td>
</tr>
<tr>
<td>Medical Room</td>
<td>Total Non A/C - Employee</td>
</tr>
<tr>
<td>Laundry</td>
<td>412 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>94 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>145 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>125 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>900 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>136 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>120 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>90 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>204 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>280 s.f.</td>
</tr>
<tr>
<td>Clubroom</td>
<td>Total Non A/C - Public</td>
</tr>
<tr>
<td>Clubroom</td>
<td>134 s.f.</td>
</tr>
</tbody>
</table>

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UNIT "A1" - One Bedroom, 1 Bath
Heritage Seniors
Mucasey & Associates, Architects
FAIR HOUSING ACCESSIBLE  705 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Heritage Seniors
Mucasey & Associates, Architects

 ANSI/UFAS ACCESSIBLE  706 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B1" - Two Bedroom, 2 Bath

Heritage Seniors
Mucasey & Associates, Architects

FAIR HOUSING ACCESSIBLE  921 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath
ANSI/UFAS ACCESSIBLE 921 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Building 1
- Total Net Rentable Area: 9,756 s.f.
- Total Patio/Balc. Area: 780 s.f.
- Other Support Areas: 1,283 s.f.
- Breezeway/Stair Areas: 2,229 s.f.
- Rentable Storage: 388 s.f.
- Total Gross Building Area: 14,436 s.f.

Building 2
- Total Net Rentable Area: 5,640 s.f.
- Total Patio/Balc. Area: 622 s.f.
- Other Support Areas: 760 s.f.
- Breezeway/Stair Areas: 2,121 s.f.
- Amenity Center: 5,319 s.f.
- Amenity Porch: 94 s.f.
- Rentable Storage: 375 s.f.
- Total Gross Building Area: 14,831 s.f.

Building 3
- Total Net Rentable Area: 22,744 s.f.
- Total Patio/Balc. Area: 1,954 s.f.
- Other Support Areas: 1,981 s.f.
- Breezeway/Stair Areas: 7,095 s.f.
- Amenity Porch: 94 s.f.
- Rentable Storage: 375 s.f.
- Total Gross Building Area: 33,874 s.f.

Building 4
- Total Net Rentable Area: 25,039 s.f.
- Total Patio/Balc. Area: 1,943 s.f.
- Other Support Areas: 576 s.f.
- Breezeway/Stair Areas: 4,299 s.f.
- Total Gross Building Area: 31,857 s.f.

Building 5
- Total Net Rentable Area: 9,640 s.f.
- Total Patio/Balc. Area: 622 s.f.
- Other Support Areas: 760 s.f.
- Breezeway/Stair Areas: 2,121 s.f.
- Total Gross Building Area: 14,436 s.f.

Rentable Storage
- Building 1: 388 s.f.
- Building 2: 375 s.f.
- Building 3: 375 s.f.
- Building 4: 375 s.f.
- Building 5: 375 s.f.

Total Gross Building Area:
- Building 1: 14,436 s.f.
- Building 2: 14,831 s.f.
- Building 3: 33,874 s.f.
- Building 4: 31,857 s.f.
- Building 5: 14,436 s.f.

Amenity Center
- Building 2: 5,319 s.f.
- Building 3: 7,095 s.f.

Amenity Porch
- Building 3: 94 s.f.

Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING PLAN - Second Floor Plan

Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Building Plan - Third Floor Plan

Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

ELEVATION - 'C' PARTIAL (NORTH)

VENEER:
35% BRICK VENEER
65% FIBER CEMENT SIDING
Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

ELEVATION - 'D' (WEST)

ELEVATION - 'E' PARTIAL (SOUTH)

VENEER:
35% BRICK VENEER
65% FIBER CEMENT SIDING

Keyplan
Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Grille House - Bldg #5
Heritage Seniors
Mucasey & Associates, Architects

598 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Tab 23

Specifications and Building/Unit Configuration
### Specifications and Amenities

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

### Development Will Have
- Fire Sprinklers
- Elevators
  - # of Elevators: 3
  - 3500 Wt. Capacity

### Free Paid Shed or Flat Roof Carport Spaces
- 00

### Detached Garage Spaces
- 00

### Attached Garage Spaces
- 116 0

### Uncovered Spaces
- 00

### Structured Parking Garage Spaces
- 90

### % Carpet/Vinyl/Resilient Flooring
- 9

### Ceiling Height
- 10

### % Ceramic Tile
- n/a

### Upper Floor(s) Ceiling Height (Townhome Only)
- 0

### % Other
- Describe:
  - 1234
  - 3333
  - 1111

### Building Configuration

<table>
<thead>
<tr>
<th>Unit</th>
<th># of Bathrooms</th>
<th>Sq. Ft. Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>705</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>706</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>921</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>921</td>
</tr>
</tbody>
</table>

### Totals
- 12
- 8
- 30
- 30
- 14
- 80
- 64,179

### Supportive Housing Applicants Only

- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 4,000

### Additional Square Footage Allowed

- The lesser of these two numbers added to NRA: 64,179

### If a Revised Form Is Submitted
- Date of Submission: 1234

### Specifications and Amenities

- Building Configuration (Check all that apply):
  - X
  - X
  - X

- X
  - X

### 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 net rentable square foot schedule and site plan.
- Additional building types are available by unhiding columns Q through AA, and rows 51 through 79.

### Net Rentable Square Footage from Rent Schedule

<table>
<thead>
<tr>
<th>Building</th>
<th># of Stories</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Use this number to figure points under 11.9(e)(2)

- Ensure that this number matches your architectural drawings.

### Architectural Drawings

- Use the total development common area from the architect's plans.
- Enter the number that matches your architectural drawings.

If a revised form is submitted, date of submission: 1234

### Building Configuration

- Building Configuration (Check all that apply):
  - X
  - X
  - X

- X
  - X

### Building Label

- Building Configuration (Check all that apply):
  - X
  - X

- Building Label

- Building Configuration (Check all that apply):
  - X
  - X

### Net Rentable Square Footage from Rent Schedule

- Supportive Housing Applicants Only

- Ensure that this number matches your architectural drawings.
### 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 S1 through 79.

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

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

#### Development will have:

- Fire Sprinklers
- Elevators

#### Number of Elevators

- # of Elevators: 2
- Wt. Capacity: 3,500

#### Number of Parking Spaces (consistent with Architectural Drawings):

- Free Paid
- Shed or Flat Roof Carport Spaces: 0
- Detached Garage Spaces: 0
- Attached Garage Spaces: 120
- Uncovered Spaces: 0
- Structured Parking Garage Spaces: 0

#### Floor Composition/Wall Height:

- 90% Carpet/Vinyl/Resilient Flooring
- 9% Ceiling Height
- 10% Ceramic Tile
- n/a Upper Floor(s) Ceiling Height (Townhome Only)
- 0% Other

Describe: n/a

### Unit Type Configuration

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Total # of Residential Buildings</th>
<th>Total Sz Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 1 1 705</td>
<td>1 2 3 4</td>
<td>6 8 16 12</td>
</tr>
<tr>
<td>A2 1 1 706</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>B1 2 2 921</td>
<td>6 10 18</td>
<td>2</td>
</tr>
<tr>
<td>B2 2 2 921</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Totals</td>
<td>12 8 30 30</td>
<td>80 64,178</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**: 64,178

### 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: 4,000
- The lesser of these two numbers added to NRA:
- Use this number to figure points under 11.9(e)(2)
- 64,178

If a revised form is submitted, date of submission: 4/16/2018
## 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 Type" should correspond to the unit label or name used on the architectural drawings. "Building Configuration" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

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

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

### Development will have:

- X Fire Sprinklers
- X Elevators
- # of Elevators: 2
- Wt. Capacity: 3500

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Shed or Flat Roof Carport Spaces:**
- 0

**Attached Garage Spaces:**
- 120

**Uncovered Spaces:**
- 0

**Structured Parking Garage Spaces:**
- 90

---

### Floor Composition/Wall Height:

- 90% Carpet/Vinyl/Resilient Flooring
- 9% Ceiling Height
- 10% Ceramic Tile
- n/a Upper Floor(s) Ceiling Height (Townhome Only)
- 0% Other

**Describe:**

1234 3333 1111 4

### 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: 5/10/2018
Tab 23a

Mobility Units
# Accessible Mobility Units Calculation

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

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

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<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>A - 1/1</td>
<td>44</td>
<td>5%</td>
<td>2.2</td>
<td>2.2</td>
<td>3</td>
</tr>
<tr>
<td>B - 2/2</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>80</td>
<td></td>
<td>4</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By:  
Mark S. Mucasey  
Printed Name  
Mucasey & Associates, Architects  
Firm Name (If applicable)

February 22, 2018  
Date  
HERITAGE SENIORS
Tab 23b

Hearing-Visual Units
# Accessible Hearing/Visual Units Calculation

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

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

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>80</td>
<td>2%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1X1</td>
<td>44</td>
<td>2%</td>
<td>0.88</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2X2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>80</td>
<td></td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</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></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></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: [Signature]

Mark S. Mucasey

Printed Name

February 22, 2018

Mucasey & Associates, Architects

Date

Firm Name (if applicable)
Tab 23c

Parking
ACCESSIBLE PARKING CALCULATION
Mucasey & Associates, Architects

The accessible parking calculation worksheet in the 2018 Multi-family Uniform Application is not a workable spreadsheet. We have contacted TDHCA and have discussed this with both Ben Sheppard and Michael Podoloff to find a workable formula. Mr. Sheppard recommended not to use the worksheet in the application but to write a description of our method used to calculate accessible parking. Mr. Podoloff recommended the calculation method outlined below.

H.C. UNIT CALCULATION:

44 ONE BDRM (X) 5% = 3 H.C. ACCESSIBLE UNITS REQUIRED
36 TWO BDRM (X) 5% = 2 H.C. ACCESSIBLE UNITS REQUIRED
- THREE BEDRM UNITS (X) 5% = - H.C. ACCESSIBLE UNITS REQUIRED
TOTAL 5 H.C. ACCESSIBLE UNITS

H.C. PARKING CALCULATION METHODS BASED ON:

FHA: 120 TOTAL SPACES (-) 5 H.C. UNITS (-) 1 H.C. SPACE AT AMENITY.
Based on % of Fair Housing Accessible Units

= 114 TOTAL SPACES
114 (X) 2% = 3 ADDITIONAL H.C. SPACES

TOTAL H.C. SPACES = 5 H.C. UNIT SPACES (+) 1 AMENITY
(+) 3 ADDITIONAL H.C. SPACES = 9 HIGHER TOTAL RULES.

ADA: 120 TOTAL SPACES (-) 80 ONE SPACE/TOTAL UNITS (-) 5 H.C. UNITS.

= 35 TOTAL SPACES
35 (X) 2% = 1 ADDITIONAL H.C. SPACES.

TOTAL H.C. SPACES = 5 H.C. UNIT SPACES (+) 1 AMENITY
(+) 1 ADDITIONAL H.C. SPACES = 7 HIGHER TOTAL RULES.

TYPES OF PARKING PROVIDED PER ADA TABLE 208.2:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>TOTAL PROVIDED</th>
<th>REQUIRED ACCESSIBLE</th>
<th>PROVIDED ACCESSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURFACE</td>
<td>120</td>
<td>7 HC 2 VAN</td>
<td>8 HC 2 VAN</td>
</tr>
<tr>
<td>GARAGE</td>
<td></td>
<td>HC VAN</td>
<td>HC VAN</td>
</tr>
<tr>
<td>CARPORT</td>
<td></td>
<td>HC VAN</td>
<td>HC VAN</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 among the parking types provided.

By: ____________________________  Mark S. Mucasey  
Signature  Printed Name  
February 22, 2018  Mucasey & Associates, Architects  
Date  Firm Name  

Drawn in site plan: 8 standard APS + 2 van APS - bps
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>120</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>120</td>
<td>100</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>120</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.66666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</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**

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>10</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10</td>
<td>8</td>
<td>2</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><strong>Total</strong></td>
<td>10</td>
<td>8</td>
<td>2</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>3.555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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

By: ___________________________ 
Signature 

__________________________________
Printed Name 

__________________________________
Date 

__________________________________
Firm Name (If applicable)
Tab 24

Rent Schedule
# Rent Schedule

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

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National HTF Units</th>
<th>TDHCA 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 Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>2,115</td>
<td>402</td>
<td>57</td>
<td>345</td>
<td>1,035</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>4,230</td>
<td>670</td>
<td>57</td>
<td>613</td>
<td>3,678</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>23</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>16,215</td>
<td>804</td>
<td>57</td>
<td>747</td>
<td>17,181</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>706</td>
<td>2,118</td>
<td>804</td>
<td>57</td>
<td>747</td>
<td>2,241</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>1,842</td>
<td>48</td>
<td>70</td>
<td>413</td>
<td>826</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>6,447</td>
<td>705</td>
<td>70</td>
<td>735</td>
<td>5,145</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>16,578</td>
<td>966</td>
<td>70</td>
<td>896</td>
<td>16,128</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>1,842</td>
<td>966</td>
<td>70</td>
<td>896</td>
<td>1,792</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>6,345</td>
<td>945</td>
<td>0</td>
<td>945</td>
<td>8,505</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>6,447</td>
<td>1,240</td>
<td>0</td>
<td>1,240</td>
<td>8,680</td>
</tr>
</tbody>
</table>

**TOTAL**: 80

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$15.00 per unit/month for: Application, Late, NSF, &amp; Pet Fees, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
</tr>
</tbody>
</table>

- **TOTAL NONRENTAL INCOME**: $15,000

- **APPLICATION, LATE, NSF, & PET FEES**: 1,200

- **POTENTIAL GROSS MONTHLY INCOME**: 66,411

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

- **Rental Concessions (enter as a negative number)**

- **PROVISION FOR VACANCY & COLLECTION LOSS**: 4,981

- **TOTAL EFFECTIVE GROSS MONTHLY INCOME**: 58,429

- **EFFECTIVE GROSS ANNUAL INCOME**: 701,696

If a revised form is submitted, date of submission:
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>Rent Type</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>2,115</td>
<td>402</td>
<td>57</td>
<td>345</td>
<td>1,035</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>4,230</td>
<td>670</td>
<td>57</td>
<td>613</td>
<td>3,678</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td>24</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>16,920</td>
<td>804</td>
<td>57</td>
<td>747</td>
<td>17,928</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>1,842</td>
<td>483</td>
<td>70</td>
<td>413</td>
<td>826</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td>7</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>6,447</td>
<td>805</td>
<td>70</td>
<td>735</td>
<td>5,145</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td>18</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>16,578</td>
<td>966</td>
<td>70</td>
<td>896</td>
<td>16,128</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>1,842</td>
<td>966</td>
<td>70</td>
<td>896</td>
<td>1,792</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>9</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>6,345</td>
<td>945</td>
<td>0</td>
<td>945</td>
<td>8,505</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>7</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>6,447</td>
<td>1,240</td>
<td>0</td>
<td>1,240</td>
<td>8,680</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>80</strong></td>
<td></td>
<td></td>
<td><strong>64,178</strong></td>
<td></td>
<td><strong>65,211</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Non Rental Income: $15.00 per unit/month for: Application, Late, NSF & Pet Fees, re-keys $1,200
- Non Rental Income: $0.00 per unit/month for: Non Rental Income per unit/month $0.00
- **TOTAL NONRENTAL INCOME** $15.00 per unit/month $1,200

- Potential Gross Monthly Income (80 units) $66,411
- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (4,981)
- Rental Concessions (enter as a negative number) Enter as a negative value $61,430

\[ \text{Effective Gross Annual Income} = \text{Effective Gross Monthly Income} \times 12 \]

\[ \text{Effective Gross Annual Income} = 61,430 \times 12 = 737,162 \]

If a revised form is submitted, date of submission: 04/16/2018
<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>8%</td>
<td>6%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>20%</td>
<td>16%</td>
</tr>
<tr>
<td>TC60%</td>
<td>72%</td>
<td>58%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Total Units</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
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</tr>
<tr>
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<td>44</td>
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</tr>
<tr>
<td>2</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td></td>
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<tr>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
<td></td>
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<tr>
<td>HTF50%</td>
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<td></td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HH/80%</td>
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<td></td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**ACQUISITION + HARD**

- Cost Per Sq Ft $111.28

**HARD**

- Cost Per Sq Ft $111.28

**BUILDING**

- Cost Per Sq Ft $76.85

---

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

Utility Allowances
### Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$11</td>
<td>$13</td>
<td></td>
<td></td>
<td></td>
<td>Mont. Co. Housing Authority 11/01/2017</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>Mont. Co. Housing Authority 11/01/2017</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>Mont. Co. Housing Authority 11/01/2017</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>Mont. Co. Housing Authority 11/01/2017</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>Mont. Co. Housing Authority 11/01/2017</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Mont. Co. Housing Authority 11/01/2017</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
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<td>Mont. Co. Housing Authority 11/01/2017</td>
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<tr>
<td>Trash</td>
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<td>Mont. Co. Housing Authority 11/01/2017</td>
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</table>

#### Other (Describe)

- 
- 
- 
- 
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- 

If a revised form is submitted, date of submission: Mont. Co. Housing Authority 11/01/2017
## Allowances for Tenant-Furnished Utilities and Other Services

### Montgomery County Housing

#### Authority

<table>
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<td></td>
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<tr>
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<td>11</td>
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<td>10</td>
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<td></td>
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</table>

<table>
<thead>
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<th>Other - Gas up charge for tenant</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
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</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**

<table>
<thead>
<tr>
<th>Util</th>
<th>11*</th>
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</tr>
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<tbody>
<tr>
<td>He</td>
<td>3*</td>
<td>1</td>
</tr>
<tr>
<td>Cox</td>
<td>18*</td>
<td>1</td>
</tr>
<tr>
<td>Ott</td>
<td>15*</td>
<td>1</td>
</tr>
<tr>
<td>Air</td>
<td>9*</td>
<td>1</td>
</tr>
<tr>
<td>Wa</td>
<td>57*</td>
<td>1</td>
</tr>
<tr>
<td>Wa</td>
<td>57*</td>
<td>1</td>
</tr>
<tr>
<td>Se</td>
<td>13*</td>
<td>1</td>
</tr>
<tr>
<td>Trc</td>
<td>13*</td>
<td>1</td>
</tr>
<tr>
<td>Rai</td>
<td>6*</td>
<td>1</td>
</tr>
<tr>
<td>Ret</td>
<td>20*</td>
<td>1</td>
</tr>
<tr>
<td>Odt</td>
<td>22*</td>
<td>1</td>
</tr>
<tr>
<td>To</td>
<td>11*</td>
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</tr>
<tr>
<td>70*</td>
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Previous-editions-are-obsolete

Page 1 of 1
Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$8,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$7,600</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,800</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$9,200</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,800</td>
</tr>
<tr>
<td>Telephone</td>
<td>$9,200</td>
</tr>
<tr>
<td>Other</td>
<td>$2,400</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$42,500</td>
</tr>
</tbody>
</table>

| Management Fee: Percent of Effective Gross Income: | $5.00% $36,859 |

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$49,102</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$52,592</td>
</tr>
<tr>
<td>Other Payroll Benefits &amp; Taxes</td>
<td>$10,306</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$112,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$5,400</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$20,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$9,600</td>
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<tr>
<td>Repairs</td>
<td>$12,000</td>
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<tr>
<td>Pool</td>
<td>$800</td>
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<tr>
<td>Other Supplies; Vehicle Maint., Misc. Contract Svs</td>
<td>$640</td>
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<td>Total Repairs &amp; Maintenance:</td>
<td>$50,440</td>
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</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th></th>
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<tbody>
<tr>
<td>Electric</td>
<td>$17,810</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$500</td>
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<tr>
<td>Trash</td>
<td>$6,770</td>
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<tr>
<td>Water/Sewer</td>
<td>$50,260</td>
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<tr>
<td>Other</td>
<td>$</td>
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<tr>
<td>Total Utilities:</td>
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<table>
<thead>
<tr>
<th>Property Taxes:</th>
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<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td>2.42%</td>
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<td>Source: Montgomery CAD</td>
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<tr>
<td>Annual Property Taxes</td>
<td>$48,372</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td>Total Property Taxes:</td>
<td>$48,372</td>
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<table>
<thead>
<tr>
<th>Reserve for Replacements:</th>
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<tbody>
<tr>
<td>Annual reserves per unit:</td>
<td>$250</td>
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<tr>
<td>$20,000</td>
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<table>
<thead>
<tr>
<th>Other Expenses</th>
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</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$3,500</td>
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<tr>
<td>TDHCA Compliance fees</td>
<td>$2,560</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
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<tr>
<td>Total Other Expenses:</td>
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<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th>Expense per unit:</th>
<th>$5227</th>
<th>$418,121</th>
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<tr>
<td>Expense to Income Ratio:</td>
<td>$56.72%</td>
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| NET OPERATING INCOME (before debt service) | $319,041 |

<table>
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<tr>
<th>Annual Debt Service</th>
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<tbody>
<tr>
<td>1st Mortgage - Permanent Loan</td>
<td>$254,832</td>
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<table>
<thead>
<tr>
<th>TOTAL ANNUAL DEBT SERVICE</th>
<th>Debt Coverage Ratio:</th>
<th>1.25</th>
<th>$254,832</th>
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</table>

| NET CASH FLOW | $64,209 |

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

15 Year Pro Forma
# 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>
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<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$782,532</td>
<td>$798,183</td>
<td>$814,146</td>
<td>$831,429</td>
<td>$847,038</td>
<td>$935,198</td>
<td>$1,032,534</td>
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<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$796,932</td>
<td>$812,871</td>
<td>$829,128</td>
<td>$841,711</td>
<td>$862,625</td>
<td>$952,408</td>
<td>$1,051,535</td>
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<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(559,770)</td>
<td>$(560,965)</td>
<td>$(562,163)</td>
<td>$(564,420)</td>
<td>$(564,597)</td>
<td>$(571,431)</td>
<td>$(578,365)</td>
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<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$737,162</td>
<td>$751,905</td>
<td>$766,964</td>
<td>$781,282</td>
<td>$797,928</td>
<td>$880,977</td>
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<td>General &amp; Administrative Expenses</td>
<td>$42,500</td>
<td>$43,775</td>
<td>$45,088</td>
<td>$46,441</td>
<td>$47,834</td>
<td>$55,453</td>
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<td>Management Fee</td>
<td>$36,859</td>
<td>$37,596</td>
<td>$38,348</td>
<td>$39,115</td>
<td>$39,897</td>
<td>$44,050</td>
<td>$48,615</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,000</td>
<td>$115,360</td>
<td>$118,821</td>
<td>$122,385</td>
<td>$126,057</td>
<td>$146,135</td>
<td>$169,410</td>
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<td>Repairs &amp; Maintenance</td>
<td>$50,440</td>
<td>$51,953</td>
<td>$53,512</td>
<td>$55,117</td>
<td>$56,771</td>
<td>$65,813</td>
<td>$76,295</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,310</td>
<td>$18,859</td>
<td>$19,425</td>
<td>$20,008</td>
<td>$20,608</td>
<td>$23,890</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,030</td>
<td>$58,741</td>
<td>$60,503</td>
<td>$62,318</td>
<td>$64,188</td>
<td>$74,411</td>
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<td>$26,550</td>
<td>$27,347</td>
<td>$28,167</td>
<td>$29,012</td>
<td>$29,882</td>
<td>$34,642</td>
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<tr>
<td>Property Tax</td>
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<td>$49,823</td>
<td>$51,318</td>
<td>$52,857</td>
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<td>Reserve for Replacements</td>
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<td>$20,600</td>
<td>$21,285</td>
<td>$21,955</td>
<td>$22,610</td>
<td>$26,095</td>
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<td>Other Expenses</td>
<td>$6,060</td>
<td>$6,242</td>
<td>$6,429</td>
<td>$6,622</td>
<td>$6,821</td>
<td>$7,007</td>
<td>$9,166</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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<td>$430,296</td>
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<td>$455,730</td>
<td>$469,011</td>
<td>$541,510</td>
<td>$625,328</td>
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<td>NET OPERATING INCOME</td>
<td>$319,041</td>
<td>$291,609</td>
<td>$254,135</td>
<td>$225,508</td>
<td>$208,027</td>
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<td>First Deed of Trust Annual Loan Payment</td>
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<td>$254,832</td>
<td>$254,832</td>
<td>$254,832</td>
<td>$254,832</td>
<td>$254,832</td>
<td>$254,832</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$64,209</td>
<td>$66,777</td>
<td>$69,282</td>
<td>$71,720</td>
<td>$74,085</td>
<td>$84,635</td>
<td>$92,510</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$64,209</td>
<td>$130,986</td>
<td>$200,269</td>
<td>$271,989</td>
<td>$345,074</td>
<td>$427,675</td>
<td>$518,584</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.25</td>
<td>1.26</td>
<td>1.27</td>
<td>1.28</td>
<td>1.29</td>
<td>1.30</td>
<td>1.36</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender: Bryan Hanahan
Printed Name: 954-765-2359
Phone: bryan.hanahan@baml.com
Email: Date: 25-Feb-18

Signature, Authorized Representative, Syndicator: Laura Sheehan
Printed Name: 25-Feb-18
Date:

If a revised form is submitted, date of submission:
Based on the pro forma, reviewed and executed by Lender, the deferred developer fee will be repayable via cash flow within 15 years of the Development’s operations.
Tab 28

Offsite Costs Breakdown
Off-Site Cost Breakdown

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: $ -
Tab 29

Site Work Costs Breakdown
# Site Work Cost Breakdown

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

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

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

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td></td>
<td></td>
<td>$ 149,351.81</td>
<td>$</td>
<td></td>
<td>$ 149,351</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
<td>$ 26,895.38</td>
<td>$</td>
<td></td>
<td>$ 26,895</td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
<td>$ 165,789.75</td>
<td>$</td>
<td></td>
<td>$ 165,790</td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td>$ 50,445.48</td>
<td>$</td>
<td></td>
<td>$ 50,445</td>
</tr>
<tr>
<td>On-site paving</td>
<td></td>
<td></td>
<td>$ 242,790.44</td>
<td>$</td>
<td></td>
<td>$ 242,790</td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
<td>$ 200,705.58</td>
<td>$</td>
<td></td>
<td>$ 200,706</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td>$ 13,524.53</td>
<td>$</td>
<td></td>
<td>$ 13,525</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
<td>$ 2,305.32</td>
<td>$</td>
<td></td>
<td>$ 2,305</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$ 851,808</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Signature of Registered Engineer:**

**Bill Kotlan, P.E.:**

**Printed Name:**

**TSBE Firm No.**

**Seal:**

**State of Texas Professional Engineer:**

**Date:** February 26, 2018

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

Development Cost Schedule
**Development Cost Schedule**

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td><strong>$920,000</strong></td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>TOTAL SITE WORK Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost</strong></td>
<td><strong>$851,808</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL SITE AMENITIES Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost</strong></td>
<td><strong>$218,399</strong></td>
</tr>
</tbody>
</table>
**BUILDING COSTS**:  

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>255,501</td>
<td>255,501</td>
</tr>
<tr>
<td>Masonry</td>
<td>418,374</td>
<td>418,374</td>
</tr>
<tr>
<td>Metals</td>
<td>109,438</td>
<td>109,438</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,670,951</td>
<td>1,670,951</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>66,514</td>
<td>66,514</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>88,114</td>
<td>88,114</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>100,431</td>
<td>100,431</td>
</tr>
<tr>
<td>Finishes</td>
<td>541,858</td>
<td>541,858</td>
</tr>
<tr>
<td>Specialties</td>
<td>94,824</td>
<td>94,824</td>
</tr>
<tr>
<td>Equipment</td>
<td>207,527</td>
<td>207,527</td>
</tr>
<tr>
<td>Furnishings</td>
<td>121,951</td>
<td>121,951</td>
</tr>
<tr>
<td>Special Construction</td>
<td>14,375</td>
<td>14,375</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>97,131</td>
<td>97,131</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>647,496</td>
<td>647,496</td>
</tr>
<tr>
<td>Electrical</td>
<td>497,549</td>
<td>497,549</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**  

Before 11.9(e)(2) | $4,932,033 $0 $4,932,033

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

Enter amount to be used to achieve desired score.  $76.85 psf $4,932,033

**TOTAL BUILDING COSTS & SITE WORK**  

(including site amenities)  

<table>
<thead>
<tr>
<th>Contingency</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$500,112</td>
<td>$500,112</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**  

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>% THC</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>378,141</td>
<td>375,901</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>126,047</td>
<td>125,300</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00%</td>
<td>378,141</td>
<td>375,901</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**  

Before 11.9(e)(2) | $882,329 $0 $877,102

**TOTAL CONSTRUCTION CONTRACT**  

Before 11.9(e)(2) | $7,184,681 $0 $7,142,116

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

Enter amount to be used to achieve desired score.  $0.00 psf

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (1)</th>
<th>Amount (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>170,000</td>
<td>170,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>165,000</td>
<td>165,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>120,000</td>
<td>120,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Survey</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>89,000</td>
<td>29,667</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>25,000</td>
<td>17,500</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>Community Center Furnishings</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>36,700</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td><strong>$988,200</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

### FINANCING:

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (1)</th>
<th>Amount (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>325,000</td>
<td>251,300</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>60,000</td>
<td>36,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>80,000</td>
<td>72,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>45,000</td>
<td>40,500</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,900</td>
<td>15,900</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</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>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>36,363</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>15,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>35,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

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

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>32,910</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>35,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td><strong>$680,123</strong></td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>506,689</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>760,034</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>756,673</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td><strong>$1,266,723</strong></td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Reserve Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>75,000</td>
</tr>
<tr>
<td>Operating</td>
<td>127,400</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td><strong>$202,400</strong></td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$11,242,127</strong></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)

<table>
<thead>
<tr>
<th>Basis Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td><strong>130%</strong></td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td></td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td><strong>$10,055,350</strong></td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td></td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td></td>
</tr>
</tbody>
</table>

*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)**

| Score | 12 |

**Name of contact for Cost Estimate:**

Jim Wanja

**Phone Number for Contact:**

713-914-9200

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

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

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

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate [%]</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>Bank of America</td>
<td>Conventional Loan</td>
<td>$8,000,000 6.00%</td>
<td>1</td>
</tr>
</tbody>
</table>

### Third Party Equity

| Bank of America | HTC | $ 750,000 | $ 1,781,072 | $ 7,124,288 | 0.95 |

### Grant

| City of Montgomery | Local Government Grant | $ | 500 |

### Deferred Developer Fee

| Nantucket Housing, LLC | Deferred Developer Fee | $ 1,184,927 | $ 572,697 0.00% | CF | 13 | 2 |
| Education Based Housing, Inc. | Deferred Developer Fee | $ 62,365 | $ 30,142 0.00% | CF | 13 | 2 |

### Other

- Direct Loan Match

### Total Sources of Funds

| Total Sources of Funds | $ 11,028,864 | $ 11,242,127 |

### Total Uses of Funds

| Total Uses of Funds | $ 11,242,127 |

---

*DEVELOPER FEES*
- Housing consultant fees
- General & administrative
- Profit or fee
- Subtotal Developer Fees 15.00%

*RESERVES*
- Start-up
- Operating
- Replacement
- Escrows
- Subtotal Reserves

TOTAL HOUSING DEVELOPMENT COSTS $51,242,127
**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).

*Bank of America construction loan of $8,000,000. Secured by 1st lien on the real estate & personal property of the development; credit enhancement from the Developer entities, and their Owners. Rate would be floating at LIBOR + 250 bps, a 0.75% origination fee, a 24-month term & 80% loan-to-value.

*Equity installments from the proposed investor Limited Partner, Bank of America, in the total amount of $7,124,288 or $0.95 per tax credit dollar.

*Bank of America originated Perm loan of $3,515,000 with a 35 year amortization, an 8-year term and 6.5% interest rate.

*City of Montgomery will provide a $500.00 grant.

*Developer fees totaling $602,839 (47.6%) of the total fee will be deferred into the permanent period.

**Describe the replacement reserves:**

Replacement reserves are expected to be funded into a bank-controlled escrow account at a rate of $250 per unit per year.

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

None.

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**

Bryan Hanrahan

Printed Name

February 27, 2018

Date

Telephone: (954) 765-2359

Email address: bryan.hanrahan@baml.com

If a revised form is submitted, date of submission: _______________
Tab 32

Financial Capacity and Construction Oversight

(Direct Loan Applications only)
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; and

- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.205(7)(c):

- A letter - not older than 6 months from the date 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 of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Tab 33

Matching Funds
(Direct Loan Applications only)
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></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>

NOT APPLICABLE
Tab 34

Finance Scoring

(competitive HTC Applications only)
**Finance Scoring (for Competitive HTC Applications ONLY)**

1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))**

   Name of the Local Political Subdivision providing the funding:
   - City of 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 6.25%
   - HTC funding request as a percent of Total Housing Development Cost 6.67%

   **Eligibility for points:**
   - Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0
   - Housing Tax Credit Request 3
   - Housing Tax Credit Request 2
   - Housing Tax Credit Request 1

   *Be sure no more than 50% of Developer fees are deferred.*

   **Total Points Claimed:** 3
Tab 35

Supporting Documentation
## Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- X Executed Pro Forma from Permanent or Construction Lender
- X Letter from lender regarding approval of Principals (consistent with Template)
- X Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- n/a Evidence of any Gap Financing, terms included
- X 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
# 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 preforma 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>$782,532</td>
<td>$798,183</td>
<td>$814,146</td>
<td>$831,429</td>
<td>$847,038</td>
<td>$935,198</td>
<td>$1,032,534</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$796,932</td>
<td>$812,871</td>
<td>$829,128</td>
<td>$847,711</td>
<td>$862,625</td>
<td>$952,408</td>
<td>$1,051,535</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($569,770)</td>
<td>($60,965)</td>
<td>($62,165)</td>
<td>($64,420)</td>
<td>($66,597)</td>
<td>($71,431)</td>
<td>($78,365)</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>$737,162</td>
<td>$751,905</td>
<td>$766,963</td>
<td>$781,282</td>
<td>$797,928</td>
<td>$880,977</td>
<td>$972,670</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$42,500</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$36,859</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,000</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$50,440</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,310</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,630</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$26,550</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$48,372</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$6,060</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$418,121</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$319,041</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

| First Deed of Trust Annual Loan Payment | $254,832 |
| Second Deed of Trust Annual Loan Payment | $254,832 |
| Third Deed of Trust Annual Loan Payment | $254,832 |
| Other Annual Required Payment | $254,832 |
| Other Annual Required Payment | $254,832 |
| ANNUAL NET CASH FLOW | $64,209 |
| CUMULATIVE NET CASH FLOW | $64,209 |
| Debt Coverage Ratio | 1.25 |
| Other (Describe) | |
| Other (Describe) | |

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

| Signature, Authorized Representative, Construction or Permanent Lender | Bryan Hanrahan |
| Email: bryan.hanrahan@baml.com | 954-765-2359 |
| Date | 25-Feb-18 |
| Signature, Authorized Representative, Syndicator | Laura Sheehan |
| Date | 25-Feb-18 |

If a revised form is submitted, date of submission:
Lender’s Review and Acceptance of Development and Principals

The letter from Lender evidencing Lender’s review and acceptance of the Development and Principals is located with the ‘TDHCA’ paragraph on pages 6 and 7 of the Bank of America Merrill Lynch – End to End Taxable Construction to Permanent Loan term sheet.
TERM SHEET
(End to End Taxable Construction to Permanent Loan)

February 23, 2018

VIA EMAIL

H. Chris Richardson
Nantucket Housing, LLC
9219 Katy Fwy, Suite 200
Houston, TX  77024

Re: Construction to Permanent Loan for Heritage Seniors, located in Montgomery, TX (the “Project”)

Dear Chris:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the “Bank”) would consider a loan request on the above referenced project. This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:

Project: To be constructed 80-unit apartment complex on the above referenced property.

Borrower: TBD entity - form and substance of Borrower must be acceptable to the Bank.

Reporting Requirements: Borrower and Guarantors’ financial statements, covenant compliance certificates, property operating statements, leasing summaries and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

Know Your Customer: Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower’s identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

Other Requirements: All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, physical needs assessment, legal documentation, insurance, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating
deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, information regarding real estate taxes (including proof of any tax-exempt status if applicable) and other terms and conditions as may be required.

Confidentiality: This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower.

CONSTRUCTION LOAN

Construction Loan Amount: Information obtained by the Bank and based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the least of:

1) $8,000,000;
2) 75% LTC based on final Bank approved construction budget; or
3) 80% LTV based on the sum of the “as completed and stabilized” appraised value, including rent restrictions, plus the value of the Low Income Housing Tax Credits (the “LIHTC”) at the lesser of the value determined within Bank analysis of market pricing for the proposed market, or the gross amount being paid for the LIHTC’s by the syndicator/investor.

Construction Interest Rate: LIBOR + 2.50%, floating. The budget for the project will contain an interest reserve acceptable to Bank.

Construction Loan Term: 24 months from the loan closing.

Construction Loan Amortization: Interest only for 24 months; as applicable: 30 year amortization paid monthly thereafter.

Construction Loan Fee: 0.75% of the total Loan Commitment, payable at closing.

Construction Renewal Options: An extension of the Construction Loan for six (6) months may be provided at the discretion of the Bank. An extension fee of .25% of the committed Loan amount will be associated with the extension. There may be other charges associated with the extension, such as Bank’s legal fees.

Payment and Performance Guaranty: 100% guarantee of completion, performance and repayment to be provided by Blazer- Nantucket Holdings, LLC, Blazer Building Texas, LLC will also provide a completion guaranty. For borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.
Collateral:
   1) First Lien Deed of Trust on land and improvements constructed thereon.
   2) UCC filing on furniture, fixtures and equipment.
   3) Assignment of rents/leases and management/construction/architectural contracts, etc.
   4) Assignment of partnership interest, including capital contributions.
   5) Assignment of interest rate hedge agreement, if any.

General Contractor: Blazer Building Texas, LLC. Entity subject to Bank’s full due diligence and approval. Guaranteed maximum price contract required. Contract must require 10% retainage. Payment and performance bonc or acceptable Letter of Credit required in an amount and issuer acceptable to the Bank.

Loan Advances: Construction loan advances will be made no more frequently than monthly and will be based on the percentage of completion method for actual work in place less retainage as confirmed and approved by the Bank and its third party construction consultant. All funds will be advanced into a construction account held by the Bank.

Project Budget: Project budget must be approved by the Bank and include:
   1) Minimum 5% construction contingency (if new construction), or 10% contingency (if rehabilitation of existing improvements);
   2) Minimum 3% soft cost contingency;
   3) Sufficient interest reserve to support the Project until it achieves the breakeven. Excess cash flow shall be used first to apply to accrued interest or interest then due with the remainder advanced from interest reserve, and
   4) Bank may also require other reserves to be established with the Project budget.

PERMANENT LOAN:

Permanent Loan Amount: The least of:
   1) $3,515,000;
   2) 80% LTV based on an appraisal in form and substance acceptable to the Bank, or
   3) the principal amount based on debt service payments sufficient to achieve a 1.20X DSCR.
LTV and DCR requirements are subject to change upon final underwriting. In the event the Project demonstrates a declining Net Operating Income in the Proforma, the Permanent Loan amount shall be sized in accordance with the Project achieving a minimum annual DCR of 1.05x in year 15 year and 1.00x in year 18 based on Bank approved rending of income and expenses. The Permanent Loan Amount is further restricted to the calculations and limitations as set forth in the “Secondary Financing” section below.

Permanent Loan Interest Rate: The Bank estimates that, were the Note rate fixed as of the date of this letter, the rate would be approximately 5.88%. THIS RATE IS INDICATIVE ONLY AND THE ACTUAL NOTE RATE MAY DIFFER. For underwriting purposes the Bank assumed a rate of 6.5%. The interest rate will be forward locked for a period of 24 months.

Permanent Loan Maturity: 16 years from the permanent loan conversion.

Amortization: 30 years.
Permanent Loan Fees: The greater of:
   1) $7,500 or
   2) 1.0% of the total Loan Commitment, payable at construction loan closing.

   There will also be a Conversion Fee equal to $10,000 payable at conversion.

Conversion Terms:
   1) Lien free completion.
   2) Property has stabilized over the prior three consecutive months as evidenced by 90% or greater physical and economic occupancy for each of the three months and achievement of 1:1.20X DSCR for that period.
   3) Pay-off of the construction loan.

Guaranty: Non-recourse exclusions from key principals relating to fraudulent acts, in form and substance acceptable to Bank. Financial condition of key principals will be subject to Bank review and approval.

Reserves: The Bank will require a replacement reserve of at least $250 per unit. Other reserves may be required.

Property Manager: Entity to be named. Entity is subject to Bank’s full due diligence and approval.

GENERAL PROVISIONS:

Syndicator/Investor: Syndicator and investor are subject to Bank approval. Investor(s) must be admitted into the partnership (or as member of a limited liability corporation) no later than closing of the Construction Loan.

LIHTC Equity:
   1) Borrower must provide evidence satisfactory to Bank that it is entitled to an allocation of state and/or federal LIHTC’s and agree to perform all actions necessary to maintain the allocation of those tax credits.
   2) Bank must review and approve the commitment letter, partnership agreement, and any other documentation evidencing purchase of the LIHTC’s.
   3) Proceeds from the sale or syndication of the LIHTC’s must be in an acceptable amount and according to a pay-in schedule, and funding conditions acceptable to the Bank.
   4) Upfront investor limited partner equity shall be at least 10% of the total investor limited partner equity.
   5) Bank of America, acting as Syndicator/Investor for the project, may elect a different equity pay-in schedule.
   6) Assignment of tax credits required.
   7) Initial capital contributions in excess of closing draw or subsequent capital contributions in excess of a concurrent draw request shall be deposited into a Bank controlled account from which pending and subsequent draws shall be funded completely prior to advancing funds from the Construction Loan. In the event Bank and Borrower enter into a Construction Loan Disbursement Escrow Agreement, Bank will allow initial capital contribution in excess of closing draw may remain in escrow from which pending and subsequent draws are funded.

Secondary Financing: Secondary Financing is permitted, subject to Bank approval. Secondary Financing shall be subordinated to the Bank’s lien and secondary creditors who have not funded all proceeds prior to Bank proceeds shall execute an intercreditor agreement satisfactory in substance and form to the Bank,
which limits and restricts the secondary creditor’s rights and remedies without the prior written consent of the Bank. Secondary Financing subordination terms and conditions shall be consistent with provisions contained in Bank’s form of subordination agreement and allow the potential refinancing of the facilities contemplated herein. All Secondary Financing loan documents, including the subordination agreement, shall be acceptable to the Bank. The loan documents shall provide for traditional restrictions on Borrower encumbrances of the property. It is the Bank’s assumption that all Secondary Financing for the Project will be funded prior to or simultaneous with Construction Loan Closing. Sources of Secondary Financing not paid in their entirety at closing and to be provided by governmental agencies (Federal, State, or Local) shall be evidenced by a commitment at closing which shall indicate that the allocation has been approved and funds allocated have been raised, reserved and available, and are not subject to clawback for other governmental priorities and, further, that the commitment does not obligate funds in excess of funds reserved. Any required “must-pay” subordinate debt service shall be underwritten and included in the LTV calculations, as well as factored into the minimum DSCR, with a combined minimum of 1.20:1 DSCR and 90% LTV on all hard debt.

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**Upfront Funding Sources:** Total upfront funding, which may include LIHTC equity, developer equity, and/or subordinate debt shall equal a minimum of 15% of total development costs and will be advanced prior to the Bank’s Construction Loan.

**Developer Fee Payout Schedule:** Developer fee payout schedule is subject to Bank review and approval. Bank approved pay-in schedule will not necessarily defer to the partnership agreement but shall follow terms finalized for the loan agreement.

**Market Analysis:** Terms herein are subject to Bank’s satisfactory review and acceptance of overall market condition, demand/capture rate, absorption estimates, and subject property’s rent differential to market.
Fees and Expenses: Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only) and appraisal. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

Restrictions: Subject to review and underwriting of any rent or other restrictions that may survive a foreclosure. Confirmation that unit rents post a foreclosure can adequately support the property based on current market conditions at that time, to be determined at Bank’s discretion.

Deposits: The Bank may require that the replacement reserve, any operating deficit reserve, operating account, and any other reserves required by other funding parties to the project be maintained at the Bank.

Regulatory Requirements: Subject to the review and approval of all regulatory agreements and/or land use restrictions as required for ad valorem tax abatement, Section 8 (HAP), subordinate debt, ground lease, or other sources of funding, as applicable. Evidence that ad valorem tax abatement coincides with the real estate collateral required. Attorney opinion of real estate tax abatement applicability may be required.

Material Adverse Change: Bank of America’s obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America’s ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

Assumptions made: The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

Texas Department of Housing and Community Affairs (“TDHCA”) term sheet requirements:

Preliminary Underwriting: This term sheet is presented based on preliminary underwriting that may have included, but is not limited to:
• A financial evaluation of the sponsors/developer;
• Modeling of the property pro-forma;
• Preliminary background screening of sponsors and developers;
• Evaluation of sponsor and developer prior experience and track record, and financial capacity;
• Determination of project feasibility;
• Evaluation of construction budget, gap analysis, and adequacy of contingencies;
• Evaluation of market and conditions;
• Any other conditions that are deemed necessary or material by the Bank.

Closing: Closing of the subject facility is anticipated by 10/31/2018.
Financial Capacity: In consideration of this request Bank of America has reviewed the financial position of the proposed principals/guarantors and found that as of the date of this letter, the principal(s)/guarantors have been found to be acceptable.

This term letter includes an exhibit that projects total operating expenses, net operating income and debt service for the first year of stabilized operation as reflected in the pro forma which has been prepared by the bank using preliminary information provided by the borrower. The attached proforma indicates that the development pro forma would maintain no less than a 1.15 DSCR throughout the initial fifteen (15) years proposed. These projections, which indicate that the Development is expected to be feasible for thirty years, are made based upon information provided by the Borrower and are subject to Bank of America’s due diligence review.

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Expiration: The subject terms are presented for the purpose of making application for a tax credit award from the Texas Department of Housing and Community Affairs with decisions on awards expected by July 27, 2018 (decision date). This term sheet will expire at 5:00 p.m. MST, within five (5) business days from decision date unless you execute this term sheet and return it to us prior to that time, along with a good-faith deposit of $15,000. Upon receipt of the signed letter and the good-faith deposit, the Bank will proceed with the necessary due diligence to prepare and submit your loan request. Your deposit is refundable, less the Bank’s out of pocket expenses incurred, should the Bank decline the financing opportunity discussed herein.

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank’s approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm’s length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal,
accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,
Bank of America, N.A.

By: [Signature]
Name: Dakar Gibbs
Title: Senior Vice President
Telephone: 713-247-6811
Facsimile: 214-416-0655
Email: dakar.n.gibbs@baml.com

Please submit a loan application as outlined above:

Name: [Signature]
Title: H. Chris Richardson
Date: Vice President

[Signature]
did not sign the Financing Narrative or pro forma - bps
TERM SHEET
(End to End Taxable Construction to Permanent Loan)

February 23, 2018

VIA EMAIL

H. Chris Richardson
Nantucket Housing, LLC
9219 Katy Fwy, Suite 200
Houston, TX 77024

Re: Construction to Permanent Loan for Heritage Seniors, located in Montgomery, TX (the “Project”)

Dear Chris:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the “Bank”) would consider a loan request on the above referenced project. This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:

Project: To be constructed 80-unit apartment complex on the above referenced property.

Borrower: TBD entity - form and substance of Borrower must be acceptable to the Bank.

Reporting Requirements: Borrower and Guarantors’ financial statements, covenant compliance certificates, property operating statements, leasing summaries and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

Know Your Customer: Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower's identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

Other Requirements: All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, physical needs assessment, legal documentation, insurance, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating...
Confidentiality: This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower.

CONSTRUCTION LOAN

Construction Loan Amount: Information obtained by the Bank and based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the least of:

1) $8,000,000;
2) 75% LTC based on final Bank approved construction budget; or
3) 80% LTV based on the sum of the “as completed and stabilized” appraised value, including rent restrictions, plus the value of the Low Income Housing Tax Credits (the “LIHTC”) at the lesser of the value determined within Bank analysis of market pricing for the proposed market, or the gross amount being paid for the LIHTC’s by the syndicator/investor.

Construction Interest Rate: LIBOR + 2.50%, floating. The budget for the project will contain an interest reserve acceptable to Bank.

Construction Loan Term: 24 months from the loan closing.

Construction Loan Amortization: Interest only for 24 months; as applicable: 30 year amortization paid monthly thereafter.

Construction Loan Fee: 0.75% of the total Loan Commitment, payable at closing.

Construction Renewal Options: An extension of the Construction Loan for six (6) months may be provided at the discretion of the Bank. An extension fee of .25% of the committed Loan amount will be associated with the extension. There may be other charges associated with the extension, such as Bank’s legal fees.

Payment and Performance Guaranty: 100% guarantee of completion, performance and repayment to be provided by Blazer- Nantucket Holdings, LLC. Blazer Building Texas, LLC will also provide a completion guaranty. For borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.
Collateral:
1) First Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Assignment of rents/leases and management/construction/architectural contracts, etc.
4) Assignment of partnership interest, including capital contributions.
5) Assignment of interest rate hedge agreement, if any.

General Contractor: Blazer Building Texas, LLC. Entity subject to Bank’s full due diligence and approval. Guaranteed maximum price contract required. Contract must require 10% retainage. Payment and performance bond or acceptable Letter of Credit required in an amount and issuer acceptable to the Bank.

Loan Advances: Construction loan advances will be made no more frequently than monthly and will be based on the percentage of completion method for actual work in place less retainage as confirmed and approved by the Bank and its third party construction consultant. All funds will be advanced into a construction account held by the Bank.

Project Budget: Project budget must be approved by the Bank and include:
1) Minimum 5% construction contingency (if new construction), or 10% contingency (if rehabilitation of existing improvements);
2) Minimum 3% soft cost contingency;
3) Sufficient interest reserve to support the Project until it achieves the breakeven. Excess cash flow shall be used first to apply to accrued interest or interest then due with the remainder advanced from interest reserve; and
4) Bank may also require other reserves to be established with the Project budget.

PERMANENT LOAN:

Permanent Loan Amount: The least of:
1) $3,515,000;
2) 80% LTV based on an appraisal in form and substance acceptable to the Bank, or
3) the principal amount based on debt service payments sufficient to achieve a 1.20X DSCR. LTV and DCR requirements are subject to change upon final underwriting. In the event the Project demonstrates a declining Net Operating Income in the Proforma, the Permanent Loan amount shall be sized in accordance with the Project achieving a minimum annual DCR of 1.05x in year 15 year and 1.00x in year 18 based on Bank approved trending of income and expenses. The Permanent Loan Amount is further restricted to the calculations and limitations as set forth in the “Secondary Financing” section below.

Permanent Loan Interest Rate: The Bank estimates that, were the Note rate fixed as of the date of this letter, the rate would be approximately 5.88%. THIS RATE IS INDICATIVE ONLY AND THE ACTUAL NOTE RATE MAY DIFFER. For underwriting purposes the Bank assumed a rate of 6.5%. The interest rate will be forward locked for a period of 24 months.

Permanent Loan Maturity: 18 years from the permanent loan conversion.

Amortization: 35 years.
**Permanent Loan Fees:** The greater of:
1) $7,500 or 
2) 1.0% of the total Loan Commitment, payable at construction loan closing.

There will also be a Conversion Fee equal to $10,000 payable at conversion.

**Conversion Terms:**
1) Lien free completion. 
2) Property has stabilized over the prior three consecutive months as evidenced by 90% or greater physical and economic occupancy for each of the three months and achievement of 1:1.20X DSCR for that period. 
3) Pay-off of the construction loan.

**Guaranty:** Non-recourse exclusions from key principals relating to fraudulent acts, in form and substance acceptable to Bank. Financial condition of key principals will be subject to Bank review and approval.

**Reserves:** The Bank will require a replacement reserve of at least $250 per unit. Other reserves may be required.

**Property Manager:** Entity to be named. Entity is subject to Bank’s full due diligence and approval.

**GENERAL PROVISIONS:**

**Syndicator/Investor:** Syndicator and investor are subject to Bank approval. Investor(s) must be admitted into the partnership (or as member of a limited liability corporation) no later than closing of the Construction Loan.

**LIHTC Equity:**
1) Borrower must provide evidence satisfactory to Bank that it is entitled to an allocation of state and/or federal LIHTC’s and agree to perform all actions necessary to maintain the allocation of those tax credits. 
2) Bank must review and approve the commitment letter, partnership agreement, and any other documentation evidencing purchase of the LIHTC’s. 
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Financial Capacity: In consideration of this request Bank of America has reviewed the financial position of the proposed principals/guarantors and found that as of the date of this letter, the principal(s)/guarantors have been found to be acceptable.

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Expiration: The subject terms are presented for the purpose of making application for a tax credit award from the Texas Department of Housing and Community Affairs with decisions on awards expected by July 27, 2018 (decision date). This term sheet will expire at 5:00 p.m. MST, within five (5) business days from decision date unless you execute this term sheet and return it to us prior to that time, along with a good-faith deposit of $15,000. Upon receipt of the signed letter and the good-faith deposit, the Bank will proceed with the necessary due diligence to prepare and submit your loan request. Your deposit is refundable, less the Bank’s out of pocket expenses incurred, should the Bank decline the financing opportunity discussed herein.

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank’s approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm’s length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal,
accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,

Bank of America, N.A.

[Signature: Valerie A. Williams]

Name: Valerie A. Williams
Title: Senior Vice President
Telephone: (214) 209-3219
Facsimile: (214) 416-0740
Email: valerie.a.williams@baml.com

Please submit a loan application as outlined above:

[Signature: H. Chris Richardson]

Name: H. Chris Richardson
Title: Vice President
Date: 4-18-2018
February 25, 2018

Mrs. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711

Re: Heritage Seniors (#18353), Montgomery, Montgomery County, TX

Dear Mrs. Holloway:

The purpose of this letter is to state that the undersigned is aware of and hereby acknowledges that $572,697 of the Developer Fee on the above referenced development shall be deferred.

The terms of the deferral shall be as follows: a 15-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance of any outstanding principal due at the end of the term.

Sincerely,

Matt Fuqua  
Vice President
February 25, 2018

Mrs. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Heritage Seniors (#18353), Montgomery, Montgomery County, TX

Dear Mrs. Holloway:

The purpose of this letter is to state that the undersigned is aware of and hereby acknowledges that $30,142 of the Developer Fee on the above referenced development shall be deferred.

The terms of the deferral shall be as follows: a 15-year term and loaned at zero percent (0.0%) interest. Payments shall be repaid from available cash flow with the balance of any outstanding principal due at the end of the term.

Sincerely,

Jessica Bailey
President
February 26, 2018

Heritage Seniors
Nantucket Housing, LLC
Attn: Chris Richardson
4001 W. Sam Houston Parkway North
Suite 100
Houston, TX 77043

Re: Equity Letter of Interest
(Heritage Seniors the “Project”)

Dear Mr. Richardson:

Thank you for providing Bank of America with the opportunity to review the Heritage Seniors project. This letter of interest is submitted in support of your application for Low Income Housing Tax Credits. Bank of America, N.A. is interested in a potential investment for the acquisition of these tax credits.

Your proposal contemplates the new construction of an 80-unit LIHTC development called Heritage Apartments. This rental community will offer 44 one bedroom and 36 two bedroom units contained within 4 buildings with a full benefit of amenities and services to accommodate the lifestyle of all residents. Affordability will provide for 5 units at 30% of the AMI, 13 units at 50% of the AMI, 46 units at 60% of the AMI with the remaining 16 units unrestricted. The project is located at:

325 Flagship Boulevard
Montgomery, TX 77356

We estimate that we will be able to provide $0.95 in equity for every dollar of Federal Low Income Housing Tax Credit. We intend to receive 99.99% of the credits generated by the Project. Based on our review of your current projections, this will yield total equity of $7,124,288. These projections assume closing on the project occurs no later than October 31, 2018. Please note that the Bank does not charge syndication, consulting, or other legal fees, thus resulting in 100% of the aforementioned equity invested into the partnership.

The Bank will re-evaluate our pricing 30 to 60 days and our pricing will reflect our yield and shareholder requirements as well as our anticipated ability to use the credits at that point in time. In
addition, please understand that this equity investment will be subject to acceptance of a Bank of America proposal for construction debt, verification of development information, and completion of our underwriting, due diligence and documentation. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.

Subject to underwriting, due diligence, and credit approval, the terms of the equity investment will include the following:

- Equity will be released as follows: 25% at Closing ($1,781,072); 25% at 100% Completion ($1,781,072); 25% at Stabilization ($1,781,072); 20% at Conversion ($1,424,858) and 5% at 8609 ($356,214).
- Project rents will be underwritten at a level no greater than 90% of market rents or 100% of LIHTC rents.
- Debt Service Coverage Ratio of 1.15:1.00 or greater.
- Replacement Reserves of at least $250 per unit per year.
- Operating reserve of not less than 6 months of annual debt service, expenses and reserves.
- A Lien Free Completion and Development Deficit Guaranty.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expense plus must pay debt service and reserves, for a term of 3 years following 12 consecutive months of breakeven operations.
- A Tax Credit and Recapture Guaranty.
- Adjuster clauses for the delayed delivery or the reduction in credits.

Assumptions made in our analysis include:

- 14 months to complete construction.
- Bank of America Construction Loan estimated at $8,000,000
- 30 year depreciation
- 2% income escalation/3% expense escalation/5% vacancy

Bank of America welcomes the opportunity to continue working with Nantucket Housing, LLC. We believe the project will provide critically needed affordable housing for high need populations in Montgomery, Texas and the development will benefit from your expertise in residential development.

Please note that this is neither a commitment nor a letter of intent to invest, but simply an indication of our interest in pursuing this opportunity. An acknowledgement signature block is provided below to represent your understanding of the terms and conditions outlined herein. We look forward to working with you on this exciting project. Best of luck with your application and please let us know how we can be of further assistance.

Bank of America, N.A.

By: ____________________________

Laura E. Sheehan, Senior Vice President

Signed the Financing Narrative and Pro Forma - bps
ACKNOWLEDGMENT:

By: [Signature]

H. Chris Richardson, Vice President

cc: Dakar Gibbs, Bank of America Merrill Lynch
     Bryan Hanrahan, Bank of America Merrill Lynch
January 31, 2018

Heritage Seniors
Nantucket Housing, LLC
4001 W. Sam Houston Pkwy. N., Suite 100
Houston, Texas 77043

Re: Commitment of Development Funding – Heritage Seniors #18353

Dear Mr. Matt Fuqua,

This letter is to serve as your notice that the City of Montgomery will reduce your water connection fees for the Heritage Seniors Development by $2,000.00.

Sincerely,

Jack Yates
City Administrator
Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

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

   - **Yes** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - **Ownership Interest:** 51.000%
     - **Cash flow from operations:** 24.000%
     - **Developer Fee:** 5.000%
     - **Total:** 80.00%
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
   - **X** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - **X** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

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

   - **X** 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.
   - **X** 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.
   - **X** No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - **X** 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
History of
Education Based Housing

Education Based Housing, Inc. (EBH) is a 501(c)(3) non-profit organization whose mission is to provide safe and affordable housing, offering families and individuals the educational tools they need to better provide for themselves; as well as the ability to pass these tools on to future generations.

EBH was started in 1999 to provide educational and technological services available to single parent families. The goal was to combine three basic components: education, housing, and technology. Currently, EBH has partnered with developers to provide these services for their residents.

Plum Creek Townhomes  Houston, Texas  1999
Park at Clear Creek  Hempstead, Texas  1999
Villas at Willow Springs  San Marcos, Texas  2001
Timber Ridge Apartments  Houston, Texas  2002
Windsor Gardens Apartments  South Houston, Texas  2003
Woodway Village Apartments  Austin, Texas  2004
Woodway Square Apartments  Austin, Texas  2004
Timber Ridge Phase II  Houston, Texas  2004
Tranquility Bay Apartments  Pearland, Texas  2005
Providence Place Apartments  Katy, Texas  2006
Quail Ridge Apartments  Hempstead, Texas  2007
Glenwood Trails Apartments  Deer Park, Texas  2009
Campanile on Eldridge  Houston, Texas  2010
Providence Town Square  Deer Park, Texas  2011
Brazos Senior Villas  Rosenberg, Texas  2012
Campanile at Jones Creek  Richmond, Texas  2015
The Heritage  Montgomery, Texas  2016
Meadows at Cypress Creek  Cypress, Texas  2016
The Brittmoore  Conroe, Texas  2017
Providence Kuykendahl Court  Conroe, Texas  2017

As one can see from the locations that EBH works with, the vision has now grown to locations throughout Texas. With each location having a slightly different makeup, EBH provides a variety of services that meet the needs of our diverse communities. Overall, EBH educates families within the communities we serve by offering classes such as GED, English as a second language, computer, health and fitness, and personal and group counseling. EBH also provides social activities, such as book clubs, holiday gatherings, arts and crafts, as well as a variety of education seminars covering health, nutrition, personal growth, and financial planning. Our goal is to build a cohesive environment where families and individuals feel safe and take pride in maintaining the surrounding community while enhancing their own education.

The success we have had over the past few years specifically with our GED program has been phenomenal. We have educated and assisted over 100 new GED graduates and High School
Graduates. There have been well over 49 students who have received acceptance letters to colleges as well as financial aid assistance. We currently have 12 students enrolled in college courses. Additionally, we have other GED graduates who have gone onto vocational colleges and most have obtained better jobs as a result. Our success has been acknowledged by North Harris College and as a result, of our student’s accomplishments, several have participated in the North Harris College and Houston Community College graduation ceremony.

At our Senior Resident facility where a GED program is not highly demanded, we have a large turnout of residents to a variety of other events/activities that we offer. Our most popular are Arts and Crafts, Bible Study, Exercise Class, and our monthly trips to various Texas tourist destinations. We also have residents that tutor Elementary school students, and we are making plans to have a community field day in connection with a neighboring elementary school in our community.

**Multi-Family Housing Experience**

Education Based Housing, Inc., through a subsidiary, is managing general partner on the following affordable housing communities:

- **Windsor Gardens Apartments**  
  1620 Spencer Highway  
  South Houston, Texas 77587  
  79% tax credit  
  Built in 2003

- **Timber Ridge I Apartments**  
  5350 Aeropark  
  Houston, Texas 77374  
  60% tax credit  
  Built in 2002

- **Campanile at Jones Creek**  
  1717 FM 359  
  Fort Bend County, Texas  
  93.5% tax credit  
  Built in 2015

- **Heritage Plaza**  
  395 Flagship Blvd  
  Montgomery County, Texas  
  80.0% tax credit  
  Built 2016

- **Lodge at Huffmeister**  
  Huffmeister Road @ Shaft Drive  
  Harris County, Texas  
  83.5% tax credit  
  Built 2016
The Brittmoore
Brittmoore Rd & W. Little York Rd.
Harris County, Texas
84.0 tax credit

Providence Kuykendahl Court
FM 1488 & Kuykendahl Court
Montgomery County, Texas
80.0 tax credit

Education Based Housing, Inc. is also a 25% developer on Timber Ridge I Apartments in Houston, Texas a 192 unit affordable housing community.

Education Based Housing, Inc. also owns a minority interest in the general partner of Tranquility Bay Apartments, a 246 unit affordable housing community in Pearland, Texas.
7. “Etc.” in Rent Schedule must be explained, i.e., all descriptors must be specific. Revise Rent Schedule as applicable. Revised Tab 24 attached.

8. Sponsor Characteristics exhibit does not say how the nonprofit will materially participate in the development. This is not a correctable deficiency (-2 points). According to the 2018 Multifamily Application Procedures Manual, Tab 36 requires, as an exhibit, “a narrative describing the HUB’s or Nonprofit’s experience in the housing industry as well as a statement indicating how the Nonprofit or HUB will materially participate must be included behind this tab. Acceptable evidence of experience includes, but is not limited to a resume or TDHCA experience certificate…”.

Within the original application, Education Based Housing, Inc. (“EBH”; the Nonprofit partner) provided a resume titled “History of Education Based Housing”. Within the body of the exhibit, it documents EBH’s experience in the housing industry, material involvement in other developments as the managing general partner and, in addition to being the managing general partner of the Applicant, outlines how the Nonprofit will participate in the Development. This exhibit has been utilized to document the EBH’s experience and participation on numerous other applications with no issue.

Tab 36 also notes, via checkboxes selected, that EBH has experience and the applicability of that experience to its participation in the Development are in Construction, Development and Compliance. Tab 39 for EBH shows that EBH has continuous participation in nine HTC developments, dating back until 2002, and such participation remains ongoing in all of them.

Further, Tab 40 of the Application articulates the same with the following statement: “The non-profit is the Managing General Partner of the development. The non-profit will assure that all records, and reports are submitted in a timely manner and the development adheres to all guidelines of the TDHCA.” Tab 40 also clearly notes in #1, part 2 an affirmative “Yes” selection when asked “…will this nonprofit organization Control the Applicant?”

Lastly, the organizational charts provided under Tab 37 clearly denote EBH’s control of the Applicant via its sole ownership of the 51% owner of the general partner.

9. List of Organizations and Principals Org 2 principals should include only Education Based Housing, Inc. Only if the persons originally named are officers separate from the owner should they be named as principals in Org 2. Revised Tab 38 attached.

10. Submit the most recent financial statement of the nonprofit prepared by a CPA. This does not have to be an audited statement. Attached.

11. Because he is named as a person that can terminate the application in the Credit Limit Part II, Chris Richardson must submit a Development Owner Certification. Attached.
Tab 37

Applicant and Developer Ownership Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include date of submission!
Development Owner

**Limited Partnership**
NH Heritage LP

- **0.01% General Partner**
  NH Heritage GP LLC
- **99.99% Limited Partner**
  TBD
- **0.00% Special Limited Partner**
  TBD

- **51% Jeffersonian Contractors, Inc.**
  Sole Owner
  Education Based Housing, Inc.
  Directors:
  - Jessica Bailey - President
  - Monte Sneed
  - Syd Bailey
  - Andrew Horn
  - Cathy Gelsomini

- **49% Nantucket Housing, LLC**
  Members
  - Blazer-Nantucket Holdings, LLC 80%
  - James Wanja 5%
  - Chad Hillman 5%
  - Matt Fuqua 5%
  - Nathan Kelley 5%

- **TBD**
  Blazer-Nantucket Holdings, LLC
  Chris Richardson, Sole Member and Manager
Organization Chart

Developer

NH Heritage LP

5% Education Based Housing, Inc.

Executive Director
Jessica Bailey

Directors:
Monte Sneed
Syd Bailey
Andrew Horn
Cathy Gelsomini

95% Nantucket Housing, LLC

Members
Blazer-Nantucket Holdings, LLC 80%
James Wanja 5%
Chad Hillman 5%
Matt Fuqua 5%
Nathan Kelley 5%

Blazer-Nantucket Holdings, LLC
Chris Richardson, Sole Member and Manager
Guarantor

NH Heritage LP

Blazer-Nantucket Holdings, LLC

H. Chris Richardson
Sole Member and Manager
Tab 38

List of Organizations and Principals
<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Previous TDHCA Experience?</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Heritage LP</td>
<td>General Partner</td>
<td>n/a</td>
<td>TX</td>
<td>77043</td>
<td>No</td>
<td><a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
</tr>
<tr>
<td>NH Heritage GP LLC</td>
<td>Limited Partner</td>
<td>n/a</td>
<td>TX</td>
<td>77043</td>
<td>No</td>
<td><a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
</tr>
</tbody>
</table>

**List of Organizations and Principals**

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization that will receive more than 10% of the developer fee. Note: Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts.)
## List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: NH Heritage GP LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
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<tbody>
<tr>
<td>Address: 4001 W. Sam Houston Pkwy N., Suite 100</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77043</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: NH Heritage LP</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: n/a</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (713) 914-9200</td>
<td>Email: <a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Jeffersonian Contractors, Inc.**  
   TDHCA Experience: Yes  
2. **Nantucket Housing, LLC**  
   TDHCA Experience: Yes  
3. **Education Based Housing, Inc.**  
   TDHCA Experience: Yes  

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: Jeffersonian Contractors, Inc.</th>
<th>Role/Title</th>
<th>GP-Member</th>
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<td>Address: P. O. Box 800731</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77280</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls: NH Heritage GP LLC</td>
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<td>Organization legally formed? Yes</td>
<td>Date formed: 12/21/1999</td>
<td>Legal Org is or will be: Corporation</td>
<td></td>
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<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (512) 694-1381</td>
<td>Email: <a href="mailto:educationbasedhousinginc@gmail.com">educationbasedhousinginc@gmail.com</a></td>
<td></td>
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<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
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List of Sub-Entities or Principals:

1. **Education Based Housing, Inc.**  
   TDHCA Experience: Yes  
2. **Education Based Housing, Inc.**  
   TDHCA Experience: Yes  
3. **Education Based Housing, Inc.**  
   TDHCA Experience: Yes  

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<tr>
<th>Org. 3</th>
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<th>Role/Title</th>
<th>Owner of Org 2</th>
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<td>State: TX</td>
<td>Zip: 77280</td>
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<td>Name(s) of Entities the Organization Owns or Controls: Jeffersonian Contractors, Inc.</td>
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<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (512) 694-1381</td>
<td>Email: <a href="mailto:educationbasedhousinginc@gmail.com">educationbasedhousinginc@gmail.com</a></td>
<td></td>
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<tr>
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<td>Ability to exercise Control over the Development? Yes</td>
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List of Sub-Entities or Principals:

1. **Jessica Bailey**  
   TDHCA Experience: No  
2. **Syd Bailey**  
   TDHCA Experience: No  
3. **Monte Sneed**  
   TDHCA Experience: No  
4. **Andrew Horn**  
   TDHCA Experience: No  
5. **Cathy Gelsomini**  
   TDHCA Experience: No
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<th>Role/Title</th>
<th>GP-Member</th>
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<tbody>
<tr>
<td></td>
<td>Address: 4001 W. Sam Houston Pkwy N., Suite 100</td>
<td>City: Houston</td>
<td>State: TX</td>
</tr>
<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>NH Heritage GP LLC</td>
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<td></td>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/30/2008</td>
<td>Legal Org or will be: Limited Liability Company</td>
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<td></td>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (713) 914-9200</td>
<td>Email: <a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
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<td></td>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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<td>Address: 4001 W. Sam Houston Pkwy N., Suite 100</td>
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<td>State: TX</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Organization legally formed? Yes</td>
<td>Date formed: 8/21/2013</td>
<td>Legal Org or will be: Limited Liability Company</td>
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<td>Previous TDHCA Experience? No</td>
<td>Phone: (713) 914-9200</td>
<td>Email: <a href="mailto:blazer1@blazerbuilding.com">blazer1@blazerbuilding.com</a></td>
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<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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<td>List of Sub-Entities or Principals:</td>
<td>1. H. Chris Richardson 2. 3. 4. 5. 6.</td>
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<th>Organization Legal Name:</th>
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Tab 39

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**Previous Participation Form**

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<th>NH Heritage LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Montgomery, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>NH Heritage LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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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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<td>Montgomery, Texas</td>
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<td>Applicant Legal Name:</td>
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#### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: Jeffersonian Contractors, Inc.
Email Address: educationbasedhousinginc@gmail.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<th>Property Name</th>
<th>Property City</th>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

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**Person/Role:** Education Based Housing, Inc.

**Email Address:** educationbasedhousinginc@gmail.com

**City & State of Home Addr:** Houston, Texas

**Applicant Legal Name:** NH Heritage LP

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<table>
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<tr>
<th>Person/Role:</th>
<th>Jessica Bailey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:educationbasedhousinginc@gmail.com">educationbasedhousinginc@gmail.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>San Marcos, Texas</td>
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<td>Applicant Legal Name:</td>
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<tr>
<th>Person/Role:</th>
<th>Monte Sneed</th>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:msneed@tsaprocessing.com">msneed@tsaprocessing.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

   | Community Affairs: | CEAP | DOE | HHSP | WAP |
   |                   |      |     |      |     |
   | HOME:             |      |     |      |     |
   |                   |      |     |      |     |
   | HTF/OCI:          |      |     |      |     |
   | Other:            |      |     |      |     |
   |                    |      |     |      | NSP |
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: Syd Bailey
Email Address: syd buddybailey@yahoo.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<th>Andrew Horn</th>
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<td><a href="mailto:andrew.horn@citi.com">andrew.horn@citi.com</a></td>
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<td>City &amp; State of Home Addr:</td>
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<tr>
<th>Person/Role:</th>
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Person/Role: Nantucket Housing, LLC
Email Address: blazer1@blazerbuilding.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: Blazer-Nantucket Holdings, LLC
Email Address: blazer1@blazerbuilding.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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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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<tr>
<th>Community Affairs:</th>
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Person/Role: H. Chris Richardson

Email Address: blazer1@blazerbuilding.com

City & State of Home Addr: Houston, Texas

Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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Person/Role: James T. "Jim" Wanja
Email Address: jwanja@blazerbuilding.com
City & State of Home Addr: Katy, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Chad Hillman  
**Email Address:** chillman@blazerbuilding.com  
**City & State of Home Addr:** Waller, Texas  
**Applicant Legal Name:** NH Heritage LP

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| Community Affairs: | CEAP | DOE | HHSP | WAP | CSBG | ESG | LIHEAP | HOME: | CFDC | HBA | PWD | TBRA | DR | HRA | SFD | HTF/OCI: | AYBR | Bootstrap | CFDC | Self-Help | Other: | NSP |
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<th>Matt Fuqua</th>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:mfuqua@blazerbuilding.com">mfuqua@blazerbuilding.com</a></td>
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<td>Houston, Texas</td>
</tr>
<tr>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   ![Check Box]

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<td>Beechnut Oaks (Campanile on Eldridge)</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-09</td>
<td></td>
</tr>
<tr>
<td>10094</td>
<td>Providence Town Square</td>
<td>Deer Park</td>
<td>HTC</td>
<td>Jul-10</td>
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</tr>
<tr>
<td>11257</td>
<td>Brazos Senior Villas</td>
<td>Rosenberg</td>
<td>HTC</td>
<td>Jan-12</td>
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</tr>
<tr>
<td>12367</td>
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<td>Houston</td>
<td>HTC</td>
<td>Oct-12</td>
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<tr>
<td>13223</td>
<td>Campanile at Jones Creek</td>
<td>Richmond</td>
<td>HTC</td>
<td>Nov-13</td>
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</tr>
<tr>
<td>14272</td>
<td>Meadows at Cypress Creek</td>
<td>Houston</td>
<td>HTC</td>
<td>Nov-14</td>
<td></td>
</tr>
<tr>
<td>14274</td>
<td>The Heritage</td>
<td>Montgomery</td>
<td>HTC</td>
<td>Nov-14</td>
<td></td>
</tr>
<tr>
<td>15244</td>
<td>The Brittmoore</td>
<td>Houston</td>
<td>HTC</td>
<td>Nov-15</td>
<td></td>
</tr>
<tr>
<td>15321</td>
<td>Providence Kuykendahl Court</td>
<td>Conroe</td>
<td>HTC</td>
<td>Nov-15</td>
<td></td>
</tr>
<tr>
<td>17097</td>
<td>Hollyoak Senior Living</td>
<td>Houston</td>
<td>HTC</td>
<td>Nov-17</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.

   ![Check Box]

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
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<td>DR</td>
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<td>SFD</td>
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</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: Nathan Kelley
Email Address: nkelley@blazerbuilding.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three 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>
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<tbody>
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</tr>
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<tr>
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<tr>
<td>CFDC</td>
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<td></td>
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</tr>
<tr>
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<tr>
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<td></td>
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</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 40

Nonprofit Participation
**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.

- **[X]** By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- **[]** By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:** Education Based Housing, Inc.

<table>
<thead>
<tr>
<th>Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td>n/a</td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Date of legal formation of Nonprofit Organization:** 12/21/1999

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?** Yes

   - **If “Yes”, will this nonprofit organization Control the Applicant?** Yes
   - **What is the ownership percentage of this nonprofit organization?** 51%

2) **Describe the nonprofit’s participation:** Supportive Services, Development, Compliance and Construction Management

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

   - The non-profit is the Managing General Partner of the development. The non-profit will assure that all records, and reports are submitted in a timely manner and the development adheres to all guidelines of the TDHCA.

4) **Will the nonprofit receive part of the development fees paid in connection with the development?** Yes

   - **If "Yes," explain:** In accordance with the QAP, the non-profit will receive 5% of the Developer Fees.
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Bailey</td>
<td>President &amp; Director</td>
<td>1401 Brown</td>
<td>San Marcos</td>
<td>TX</td>
<td>78666</td>
<td>(512) 694-1381</td>
<td></td>
<td><a href="mailto:educationbasedhousinginc@gmail.com">educationbasedhousinginc@gmail.com</a></td>
<td>Education Coordinator</td>
</tr>
<tr>
<td>Monte Sneed</td>
<td>Director</td>
<td>1625 W. Sam Houston Pkwy. N.</td>
<td>Houston</td>
<td>TX</td>
<td>77043</td>
<td>(713) 722-5222</td>
<td></td>
<td><a href="mailto:msneed@tsaprocessing.com">msneed@tsaprocessing.com</a></td>
<td>President- Aluminum Fabrication</td>
</tr>
<tr>
<td>Syd Bailey</td>
<td>Director</td>
<td>2718 Sackett</td>
<td>Houston</td>
<td>TX</td>
<td>77098</td>
<td>(713) 528-0606</td>
<td></td>
<td><a href="mailto:sydbuddybailey@yahoo.com">sydbuddybailey@yahoo.com</a></td>
<td>Account Broker</td>
</tr>
<tr>
<td>Andrew Horn</td>
<td>Director</td>
<td>811 Main Street, Suite 3900</td>
<td>Houston</td>
<td>TX</td>
<td>77002</td>
<td>(713) 821-4774</td>
<td></td>
<td><a href="mailto:andrew.horn@citi.com">andrew.horn@citi.com</a></td>
<td>Finance</td>
</tr>
<tr>
<td>Cathy Gelsomini</td>
<td>Director</td>
<td>20300 Saums Road #3102</td>
<td>Katy</td>
<td>TX</td>
<td>77449</td>
<td>(281) 744-3377</td>
<td></td>
<td>2816476279</td>
<td>Retired</td>
</tr>
</tbody>
</table>
Tab 41

Nonprofit Supporting Documentation
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:

- [x] IRS determination letter
- [x] Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- [x] The Nonprofit’s most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- [x] Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
Acknowledgement of Your Request

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

What Happens Next?

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number between the hours of 8 a.m. and 6:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.
Date: DEC 16 2004

EDUCATION BASED HOUSING INC
6363 WOODWAY ST #320
HOUSTON, TX 77057

Employer Identification Number:
76-0629574

DLN:
17053318755044

Contact Person:
ERIC J BERTELSEN

ID# 31323

Contact Telephone Number:
(877) 829-5500

Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated August 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, our letter dated June 21, 2004 in which you were presumed to be a private foundation is hereby superseded. You are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

[Signature]

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)
February 21, 2018

To: Texas Department of Housing and Community Affairs  
P.O. Box 13941  
221 East 11th Street  
Austin, Texas 78711-3941

Name of Development: Heritage Seniors  
Address of Development: 325 Flagship Blvd.  
Montgomery, TX 77356  
Development Owner: NH Heritage LP

Ladies and Gentlemen:

NH Heritage LP, a to-be-formed limited partnership, is the Applicant. Education Based Housing, Inc., a nonprofit corporation, is the sole owner of Jeffersonian Contractors, Inc., a Texas corporation which will be the majority member of NH Heritage GP LLC, a to-be-formed limited liability company, which will be the sole General Partner of the Applicant. We have been asked to render our legal opinion to meet the requirements of Tex. Gov't Code, §2306.6706 and 10 TAC §10.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the “Department”) so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov't Code, §2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed the Articles of Incorporation and Bylaws of Education Based Housing, Inc., as amended, which is the sole owner of the majority member of what will be the sole General Partner of the Applicant, and the Letter of Determination dated December 16, 2004 from the Internal Revenue Service regarding its status as an organization exempt from taxes under the Internal Revenue Code. We have also examined the records of Education Based Housing, Inc. to determine whether or not there exists any identity of interests between Education Based Housing, Inc. and any for-profit sponsors of the above-referenced development, (the “Development”). We have reviewed such other documents, instruments, and writings as we deemed necessary or advisable to enable us to render this opinion. We have assumed and relied upon the genuineness of all certifications and have no reason to question them. The review of all such documents, individually and collectively, forms the basis for our opinion.

Based upon our review of the foregoing, it is our opinion that:
(1) Education Based Housing, Inc. is not affiliated with, or Controlled (within the meaning of 10 TAC §10.3(a)(29)) by a for-profit organization with respect to the Development.

(2) Education Based Housing, Inc. is a “Qualified Nonprofit Organization” within the meaning of §2306.6706 and §42(h)(5) of the Internal Revenue Code.

(3) Education Based Housing, Inc. is an organization described in paragraph (3) or (4) of §501(c), is exempt from tax under §501(a) of the Internal Revenue Code, and is an organization that has its Internal Revenue Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as of the beginning of the Application Acceptance Period. Education Based Housing, Inc., is the sole owner of Jeffersonian Contractors, Inc., a Texas corporation which will be the majority member of NH Heritage GP LLC, which will be the sole General Partner of the Applicant.

(4) Education Based Housing, Inc. is an organization which specifically has the providing of low-income housing as one of its tax-exempt purposes and the development and operation of the Development as low-income housing is a legal purpose of the Applicant.

(5) NH Heritage LP is eligible for a housing credit allocation from the set-aside reserved for the use of qualified nonprofit organizations. Throughout the Compliance Period (as defined in Section 42(i) of the Internal Revenue Code), Education Based Housing, Inc., will materially participate in the development and operation of Heritage Seniors, and will devote such time and effort as necessary to assist carry out such tasks. In addition, Education Based Housing, Inc., will be the sole owner of the owner of a majority of the membership interests in, and will control, the sole General Partner of the Applicant.

(6) NH Heritage LP will have the sole general partner or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary meeting the requirements of §2306.6706 and §2306.6729 of the Texas Government Code and §42(h)(5) of the Internal Revenue Code be the Developer or co-Developer as will be evidenced in the development agreement.

(7) Education Based Housing, Inc. prohibits any member of its board of directors, other than a chief staff member, serving concurrently as a member of the board, from receiving material compensation for the service on the Board.

(8) Education Based Housing, Inc., has the ability to do business as a nonprofit in Texas.
Sincerely,

Coats Rose, P.C.

Coats Rose, P.C.
Education Based Housing, Inc.
Statement of Financial Position
December 31, 2017

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>667,670.49</td>
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<tr>
<td>Developer fee receivable</td>
<td>886,253.00</td>
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<tr>
<td>Fixed assets, net of accumulated depreciation</td>
<td>0.00</td>
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<tr>
<td>Total Assets</td>
<td>1,553,923.49</td>
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</tbody>
</table>

| Liabilities and Unrestricted Net Assets     |        |

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<tr>
<th>Liabilities</th>
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<tbody>
<tr>
<td>Accounts Payable</td>
<td>250.00</td>
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<tr>
<td>Total Liabilities</td>
<td>250.00</td>
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<tr>
<td>Unrestricted Net Assets</td>
<td>1,554,173.49</td>
</tr>
<tr>
<td>Total Liabilities and Equity</td>
<td>1,554,423.49</td>
</tr>
</tbody>
</table>

Certified by:

Jessica Bailey
Executive Director
April 16, 2018
Education Based Housing, Inc.
Statement of Activities
For the period ended December 31, 2017

<table>
<thead>
<tr>
<th>Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Donations</td>
<td>0.00</td>
</tr>
<tr>
<td>Construction Income</td>
<td>19,371,752.00</td>
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<tr>
<td>Other Income</td>
<td>94,852.72</td>
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<tr>
<td>Developer Fees</td>
<td>117,118.47</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>19,583,723.19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Construction</td>
<td>19,371,752.00</td>
</tr>
<tr>
<td>General and administrative expense</td>
<td>8,301.28</td>
</tr>
<tr>
<td>Salaries and wages</td>
<td>13,764.61</td>
</tr>
<tr>
<td>Legal and other professional fees</td>
<td>7,250.00</td>
</tr>
<tr>
<td>Depreciation</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>19,401,067.89</td>
</tr>
</tbody>
</table>
February 24, 2018

Ms. Sharon Gamble
Texas Department of Housing & Community Affairs
221 East 11th Street
Austin, Texas 78701 - 2410

Re: Heritage Seniors (TDHCA #18353)
Financial Statements for Education Based Housing, Inc.

Dear Ms. Gamble:

At the request of Jessica Bailey, Executive Director of Education Based Housing, Inc. (“EBH”), I am responding to a request for information relating to an application submitted to the TDHCA for an allocation of low-income housing tax credits (Heritage Seniors, TDHCA#18353).

We have previously audited and reported on the activities of EBH for the year ended December 31, 2014. Since 2014, EBH has not received any awards of state or federal funding that would require audited financial statements.

In addition, EBH determined that the costs of obtaining audited financial statements each year would have exceeded the benefits that would have been provided, based on discussions with our Firm about the change in balance sheet activity from year to year and the needs of the users of the financial statements.

I hope this provides the information you need. Please call me if you have any questions.

Very truly yours,

NOVOGRADAC & COMPANY LLP

By:
George F. Littlejohn, CPA
EDUCATION BASED HOUSING, INC.
FINANCIAL STATEMENTS
For the year ended December 31, 2014
with
Report of Independent Auditors
REPORT OF INDEPENDENT AUDITORS

To the Board of Directors of
Education Based Housing, Inc.:

We have audited the accompanying financial statements of Education Based Housing, Inc., which comprise the statement of financial position as of December 31, 2014 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Education Based Housing as of December 31, 2014 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

[Signature]

Austin, Texas
November 18, 2015
**ASSETS**

<table>
<thead>
<tr>
<th>Asset</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$143,540</td>
</tr>
<tr>
<td>Development fees receivable</td>
<td>$610,636</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td><strong>$754,176</strong></td>
</tr>
</tbody>
</table>

**NET ASSETS**

<table>
<thead>
<tr>
<th>Net asset</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted net assets</td>
<td>$754,176</td>
</tr>
<tr>
<td><strong>Total net assets</strong></td>
<td><strong>$754,176</strong></td>
</tr>
</tbody>
</table>

*see accompanying notes*
UNRESTRICTED NET ASSETS

REVENUE AND OTHER SUPPORT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions</td>
<td>$13,750</td>
</tr>
<tr>
<td>Supportive services income</td>
<td>$64,500</td>
</tr>
<tr>
<td><strong>Total revenue and other support</strong></td>
<td><strong>$78,250</strong></td>
</tr>
</tbody>
</table>

EXPENDITURES

<table>
<thead>
<tr>
<th>Sub-Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program services</td>
<td></td>
</tr>
<tr>
<td>Salaries and employee benefits</td>
<td>$3,250</td>
</tr>
<tr>
<td><strong>Total program services</strong></td>
<td><strong>$3,250</strong></td>
</tr>
<tr>
<td>Administrative and support</td>
<td>$17,594</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td><strong>$20,844</strong></td>
</tr>
</tbody>
</table>

INCREASE IN UNRESTRICTED NET ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCREASE</td>
<td>$57,406</td>
</tr>
</tbody>
</table>

CHANGE IN NET ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHANGE</td>
<td>$57,406</td>
</tr>
</tbody>
</table>

NET ASSETS AT BEGINNING OF YEAR

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning</td>
<td>$696,770</td>
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</table>

NET ASSETS AT END OF YEAR

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of year</td>
<td>$754,176</td>
</tr>
</tbody>
</table>

see accompanying notes
CASH FLOWS FROM OPERATING ACTIVITIES
Change in net assets $ 57,406
Adjustments to reconcile change in net assets to net cash provided by operating activities:
  Decrease in assets:
    Development fees receivable 54,328
    Net cash provided by operating activities 111,734
Net increase in cash and cash equivalents 111,734
Cash and cash equivalents at beginning of year 31,806
Cash and cash equivalents at end of year $ 143,540

see accompanying notes
### EDUCATION BASED HOUSING
### SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
### FOR THE YEAR ENDED DECEMBER 31, 2014

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>Program Services</th>
<th>Fundraising</th>
<th>Administrative and Support</th>
<th>2014 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and employee benefits</td>
<td>$3,250</td>
<td>$-</td>
<td>$-</td>
<td>$3,250</td>
</tr>
<tr>
<td>Other general and administrative</td>
<td>$-</td>
<td>$-</td>
<td>$17,594</td>
<td>$17,594</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>$3,250</td>
<td>$-</td>
<td>$17,594</td>
<td>$20,844</td>
</tr>
</tbody>
</table>

*see accompanying notes*
1. Organization

Education Based Housing, Inc. (the “Corporation”) is a Texas nonprofit public benefit corporation classified by the Internal Revenue Service as tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986. The Corporation was organized in March 2001 to stimulate, promote, develop, create, manage, and preserve low-income housing for very low, low and moderate income individuals and families, as well as to develop activities and projects which will further benefit very low, low and moderate income housing. Grants are in accordance with the terms of the Corporation’s guidelines and are subject to approval of the Board of Directors of the Corporation.

2. Summary of significant accounting policies

   Basis of accounting
   The Corporation prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

   Basis of presentation
   The Corporation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

   Unrestricted Net Assets: Net assets that are not subject to donor-imposed stipulations that may or will be expendable by the board for any purpose in performing the Corporation’s primary objectives.

   Temporarily Restricted Net Assets: Net assets that are subject to donor-imposed stipulations that may or will be met either by the Corporation’s actions and/or the passage of time.

   Permanently Restricted Net Assets: Net assets that are subject to donor-imposed stipulations whereby the resources are to be preserved in perpetuity.

   Estimates
   The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

   Cash and cash equivalents
   Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or fewer at the date of acquisition.

   Concentration of credit risk
   The Corporation maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Corporation has not experienced any losses in such accounts. The Corporation believes it is not exposed to any significant credit risk on cash and cash equivalents.
2. Summary of significant accounting policies (continued)

Contributions
Contributions are recognized when the donor makes a promise to give that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Unconditional pledges to give are recorded as contributions when pledged at the net present value of the amounts expected to be collected. Unconditional pledges to give that are expected to be received in future periods are discounted annually using the current interest rate the funds would earn. Amortization of the discount is recorded as contribution revenue.

Revenue recognition
Revenue resulting from special events, fees charged by the Corporation, refunded grants and other income is recorded when earned.

Accounts receivable
Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Fixed assets and depreciation
Purchases of property, equipment or improvements are recorded at cost. Major improvements are charged to the fixed asset account, while maintenance and repairs, which do not extend the life of the respective assets, are expensed. When fixed assets are retired or otherwise disposed, the cost of the fixed asset and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in income.

Impairment of long-lived assets
The Corporation reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived assets are considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the asset exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. There were no impairment losses recognized during 2014.
2. **Summary of significant accounting policies (continued)**

   **Income taxes**
   The Corporation is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3).

   The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the Corporation to report information regarding its exposure to various tax positions taken by the Corporation. The Corporation has determined whether any tax positions have met the recognition threshold and have measured the Corporation's exposure to those tax positions. Management believes that the Corporation has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to the Corporation are recorded in operating expenses. No interest or penalties from federal or state tax authorities were recorded in the accompanying financial statements.

   **Subsequent events**
   Subsequent events have been evaluated through November 18, 2015, which is the date the financial statements were available to be issued, and there are no subsequent events requiring disclosure.

3. **Related party transactions**

   **Development fees receivable**
   Pursuant to development service agreements with affiliates, the Corporation earned development fees of $966,964. The development fee receivables are non-interest bearing and are payable from cash-flows from operations or from proceeds of sale or refinancing. As of December 31, 2014, development fees of $610,636 were receivable from affiliates.

4. **Net assets**

   **Unrestricted net assets**
   Unrestricted net assets consist of the following as of December 31, 2014:

<table>
<thead>
<tr>
<th>Undesignated</th>
<th>Total unrestricted net assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 754,176</td>
<td>$ 754,176</td>
</tr>
</tbody>
</table>
NH Heritage LP
Tab 41
Board Member Residence Certification

Education Based Housing, Inc. certifies that the majority of Board Members all reside within 90 miles of the Development filed as TDHCA #18353.

Date: February 25, 2018

Jessica Bailey
President
Education Based Housing, Inc.

STATE OF TEXAS

COUNTY OF HARRIS

I, the undersigned, a Notary Public in the 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 THIS OFFICE 25 day of FEBRUARY, 2017.

[SEAL]
Tab 42

Development Team Members
### Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

#### Developer:

<table>
<thead>
<tr>
<th>Nantucket Housing, LLC</th>
<th>Chris Richardson</th>
<th>(713) 914-9200</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:blazer1@blazerbuilding.com">blazer1@blazerbuilding.com</a></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

#### Housing General Contractor:

<table>
<thead>
<tr>
<th>Blazer Building Texas, LLC</th>
<th>James Wanja</th>
<th>(713) 914-9200</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jwanja@blazerbuilding.com">jwanja@blazerbuilding.com</a></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

#### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Same as Housing GC</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Cost Estimator:

<table>
<thead>
<tr>
<th>Same as Housing GC</th>
<th>Mark Mucasey</th>
<th>(713) 521-1233</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Architect:

<table>
<thead>
<tr>
<th>Mucasey &amp; Associates</th>
<th>Mark Mucasey</th>
<th>(713) 521-1233</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
### Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Civil Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Williams J. Kotlan</td>
<td>(832) 592-2719</td>
<td>$80,000.00</td>
<td>74-1817951</td>
</tr>
</tbody>
</table>

Email  bktollan@browngay.com

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Market Analyst:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Treadway</td>
<td>(713) 467-5858</td>
<td>$7,500.00</td>
<td>76-0128295</td>
</tr>
</tbody>
</table>

Email  ttreadway@vlbridge.com

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Appraiser:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Murphy</td>
<td>(713) 468-6819</td>
<td>$10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Email  wmurphy@murphyappraisalgroup.com

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barry Palmer</td>
<td>(713) 653-7395</td>
<td>$60,000.00</td>
<td>76-0294490</td>
</tr>
</tbody>
</table>

Email  bpalmer@coatsrose.com

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Littlejohn</td>
<td>(512) 349-3211</td>
<td>$20,000.00</td>
<td>20-3544061</td>
</tr>
</tbody>
</table>

Email  george.littlejohn@novoco.com

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No
## Property Manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blazer Real Estate Services, LLC</td>
<td>Chris Richardson</td>
<td>(713) 955-1155</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:blazer1@blazerbuilding.com">blazer1@blazerbuilding.com</a></td>
<td>5.0% of EGI</td>
<td>20-5589617</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

## Originator of Underwriter:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America</td>
<td>Dakar Gibbs</td>
<td>(713) 247-6811</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dakar.n.gibbs@baml.com">dakar.n.gibbs@baml.com</a></td>
<td>$60,000.00</td>
<td>94-1687665</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

## Bond Issuer:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Certified Texas HUB?  

This is a direct or indirect, financial, or other interest with Applicant or other team members*  

## Syndicator:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America</td>
<td>Laura Sheehan</td>
<td>(410) 547-4067</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:laura.e.sheehan@baml.com">laura.e.sheehan@baml.com</a></td>
<td>TBD</td>
<td>94-1687665</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

## Supportive Services Provider:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Based Housing, Inc.</td>
<td>Jessica Bailey</td>
<td>(512) 694-1381</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:jessa_byrd@yahoo.com">jessa_byrd@yahoo.com</a></td>
<td>$3,500.00</td>
<td>76-0629574</td>
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Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

## Supportive Services Provider:

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<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>
### Application Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
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<td>N/A</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### ESA Provider:

<table>
<thead>
<tr>
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<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diana Hedrick</td>
<td>(832) 485-2225</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

### PCA Provider:

<table>
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<tr>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Bailey</td>
<td>(512) 694-1381</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Nantucket Housing, LLC has a direct interest in the Applicant and shares the same principals as the Housing General Contractor and Property Manager.

Blazer Building Texas, LLC shares the same principals as the Developer and Property Manager

Blazer Real Estate Services, LLC shares the same principal, Chris Richardson, as the Developer and Housing General Contractor.

Education Based Housing, Inc. has a direct interest in the Applicant.
Tab 43

Architect Certification
The Architect Certification is included behind this tab.

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/ hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
2018 Architect Certification

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R 5983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

February 20, 2018
Date

Mark Mucasey
Printed Name

09420
License Number and State

Mucasey & Associates, Architects
Firm Name (If applicable)

STATE OF TEXAS
COUNTY OF HARRIS
I, the undersigned a Notary Public in the 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 THIS OFFICE 20 day of FEBRUARY, 2017.

[Seal]
Notary Public Signature

[Seal]
JELA HENDERSON
Notary ID # 129332355
My Commission Expires
February 28, 2021
ARCHITECT’S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

Mucasey & Associates, Architects has prepared this 2018 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

**Mobility Impaired Units:**

We have designed mobility impaired units for each bedroom type, including 36” wide doors; push and pull door clearances; accessible routes to all spaces; 60” diameter turning area in all spaces; 34” high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48” a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

**Sight/Hearing Impaired Units:**

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48” a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

**Accessible Parking:**

We set out to calculate the number of required accessible parking spaces per the TDHCA Tab Form, but could not get it to work. After much discussion with the Department, we made our own form, as the Accessibility Specialist of this project, and based it on two methods—Fair Housing and ADA. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to the Amenity Center, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

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

[Signature]

Date: 2/26/18
Experience Certificate
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §276a-276a(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
  
  The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.

- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

http://www.tdhca.state.tx.us/home-division/mf-home/index.htm

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
February 21, 2017

Mr. Chris Richardson
c/o Jennifer Hirsch
4001 West Sam Houston Parkway
Suite 100
Houston, Texas 77043

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Richardson:

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,

[Signature]

Marni Holloway
Director of Multifamily Finance
February 21, 2017

Mr. James T. Wanja  
c/o Jennifer Hirsch  
4001 West Sam Houston Parkway North  
Suite 100  
Houston, Texas 77043

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Wanja:

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,

[Signature]

Marni Holloway
Director of Multifamily Finance
February 21, 2017

Mr. Chad Hillman
c/o Jennifer Hirsch
4001 West Sam Houston Parkway North
Suite 100
Houston, Texas 77043

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Hillman:

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,

[Signature]

Marni Holloway
Director of Multifamily Finance
February 21, 2017

Mr. Matt Fuqua  
c/o Jennifer Hirsch  
4001 West Sam Houston Parkway North  
Suite 100  
Houston, Texas 77043

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Fuqua:

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
Tab 45

9% Applicant Credit Limit
Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §114(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. |
|---|---|
| 1. NH Heritage LP | No |
| 2. NH Heritage GP LLC | No |
| 3. Jeffersonian Contractors, Inc. | Yes |
| 4. Education Based Housing, Inc. | Yes |
| 5. Nantucket Housing, LLC | Yes |
| 6. Blazer-Nantucket Holdings, LLC | Yes |
| 7. Jessica Bailey | Yes |
| 8. Monte Sneed | Yes |
| 9. Syd Bailey | Yes |
| 10. Andrew Horn | Yes |
| 11. Cathy Gelsomini | Yes |
| 12. Matt Fuqua | Yes |
| 13. Chad Hillman | Yes |
| 14. Jim Wanjia | Yes |
| 15. Nathan Kelley | Yes |
| 16. H. Chris Richardson | Yes |

b. Person/entity has at least one other application in the current Application Round.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Yes</td>
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<td>2.</td>
<td>Yes</td>
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<td>3.</td>
<td>Yes</td>
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<td>4.</td>
<td>Yes</td>
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<td>5.</td>
<td>Yes</td>
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<td>6.</td>
<td>Yes</td>
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<td>7.</td>
<td>Yes</td>
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<td>8.</td>
<td>Yes</td>
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<td>9.</td>
<td>Yes</td>
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<td>10.</td>
<td>Yes</td>
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<td>11.</td>
<td>Yes</td>
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<td>12.</td>
<td>Yes</td>
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<td>13.</td>
<td>Yes</td>
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<td>14.</td>
<td>Yes</td>
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<td>15.</td>
<td>Yes</td>
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<tr>
<td>16.</td>
<td>Yes</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] 2/25/2018  Its: [President of General Partner]
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: Jefferson Contractors, Inc.

Which is:
- the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate, or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>18339 - NH Fairmont LP - Fairmont Seniors</td>
<td>6</td>
<td>Pasadena</td>
<td>0.51%</td>
<td>0.00%</td>
</tr>
<tr>
<td>18354 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.51%</td>
<td>0.00%</td>
</tr>
<tr>
<td>18355 - NH WLY LP - W. Little York Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.51%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Jessica Bailey or Chris Richardson 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 those statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Jefferson Contractors, Inc.

Printed Name

Date: 2/25/2018
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: 

Education Based Housing, Inc.

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate, or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>18319 - NH Fairmont LP - Fairmont Seniors</td>
<td>6</td>
<td>Pasadena</td>
<td>0.51%</td>
<td>5.00%</td>
</tr>
<tr>
<td>18354 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.51%</td>
<td>5.00%</td>
</tr>
<tr>
<td>18355 - NH WLY LP - W. Little York Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.51%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Jessica Bailey or Chris Richardson] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: 

Education Based Housing, Inc.

Date: 2/25/2018
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: Nantucket Housing, LLC

Which is:
- ☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- ☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- ☒ a Developer for the Applicant for this specific Application
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- ☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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</tr>
</thead>
<tbody>
<tr>
<td>18339 - NH Fairmont LP - Fairmont Seniors</td>
<td>6</td>
<td>Pasadena</td>
<td>0.49%</td>
<td>95.00%</td>
</tr>
<tr>
<td>18354 - NH Heritage LP - Heritage Seniors</td>
<td>0</td>
<td>Montgomery</td>
<td>0.49%</td>
<td>95.00%</td>
</tr>
<tr>
<td>18355 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.49%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Jessica Bailey or Chris Richardson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Nantucket Housing, LLC

Printed Name: [Signature]

Date: 2/25/2018
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: ____________________________

Blazer-Nantucket Holdings, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>18339 - NH WLY LP - W. Little York Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.39%</td>
<td>75.00%</td>
</tr>
<tr>
<td>18354 - NH Heritage LP - Heritage Seniors</td>
<td>6</td>
<td>Montgomery</td>
<td>0.39%</td>
<td>75.00%</td>
</tr>
<tr>
<td>18355 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.39%</td>
<td>75.00%</td>
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I acknowledge that ________________ is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Blazer-Nantucket Holdings, LLC

Printed Name

Date: 2/25/2018
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: Jessica Bailey

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
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<td>0.00%</td>
<td>0.00%</td>
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<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>18355 - NH WLY LP - W. Little York Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
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I acknowledge that Jessica Bailey or Chris Richardson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Jessica Bailey

Date: 1/25/2018
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: Monte Sneed

Which is: 
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>6</td>
<td>Houston</td>
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<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
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I acknowledge that Jessica Bailey or Chris Richardson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Monte Sneed
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date 2/28/15
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ____________________________

Which is:
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e., General Partner, Managing Partner, etc.)
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<td>Houston</td>
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<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
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<td></td>
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I acknowledge that ____________ is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate, or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or Issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Syd Bailey

Printed Name

Date: 2/2/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Andrew Horn

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
[ x ] an Affiliate to the Applicant
[ ] a Guarantor on the Application

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<td>Pasadena</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>18354 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
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<td>6</td>
<td>Houston</td>
<td>0.00%</td>
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I acknowledge that [ ] Jessica Bailey or Chris Richardson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  Andrew Horn  [Printed Name]

Date: [21/01/18]
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Cathy Gelsomini

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
□ a Developer for the Applicant for this specific Application
X □ an Affiliate to the Applicant
□ a Guarantor on the Application

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<td>Houston</td>
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<td>6</td>
<td>Houston</td>
<td>0.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Cathy Gelsomini
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Cathy Gelsomini
Printed Name

2-20-18
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Matt Fuqua

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

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</thead>
<tbody>
<tr>
<td>18339 - NH Fairmont LP - Fairmont Seniors</td>
<td>6</td>
<td>Pasadena</td>
<td>0.0245%</td>
<td>4.75%</td>
</tr>
<tr>
<td>18354 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.0245%</td>
<td>4.75%</td>
</tr>
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<td>6</td>
<td>Houston</td>
<td>0.0245%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Matt Fuqua  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date  
2/25/2018
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: Chad Hillman

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>18339 - NH Fairmont LP - Fairmont Seniors</td>
<td>6</td>
<td>Pasadena</td>
<td>0.0245%</td>
<td>4.75%</td>
</tr>
<tr>
<td>18354 - NH Flintlock LP - Flintlock Apartments</td>
<td>6</td>
<td>Houston</td>
<td>0.0245%</td>
<td>4.75%</td>
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<tr>
<td>18355 - NH WLY LP - W. Little York Apartments</td>
<td>6</td>
<td>Houston</td>
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<td>4.75%</td>
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I acknowledge that Jessica Bailey or Chris Richardson 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: Chad Hillman

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date

2/25/2018
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: Jim Wanja

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Jim Wanja

Date: 2/25/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ________________________________

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

X ☐ an Affiliate to the Applicant

☐ a Guarantor on the Application

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</thead>
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<tr>
<td>18330 - NH Fairmont LP - Fairmont Seniors</td>
<td>6</td>
<td>Pasadena</td>
<td>0.0245%</td>
<td>4.75%</td>
</tr>
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<td>Houston</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ________________________________

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Nathan Kelley

Printed Name

2/25/2018

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form: H. Chris Richardson

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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<td>Pasadena</td>
<td>0.3920%</td>
<td>76.00%</td>
</tr>
<tr>
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<td>6</td>
<td>Houston</td>
<td>0.3920%</td>
<td>76.00%</td>
</tr>
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<td>6</td>
<td>Houston</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ________________________  H. Chris Richardson  2/25/2018
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date
Tab 46

Community Input
# Community Input Scoring Items

**TDHCA#: 18353**

## 1. Local Government Support - §11.9(d)(1)

- **Resolution(s) of either "no objection" or "support" is included behind this tab.**
- **Note that resolutions are due March 1, 2018**

## 2. Community Support from State Representative - §11.9(d)(5)

- **Letter of either "support" or "opposition" is included behind this tab.**
- **Note that letters are due March 1, 2018**

## 3. Input from Community Organizations - §11.9(d)(6)

- **Applicant has included one or more letters of support or opposition behind this tab.**

List information for each of the letters below:

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Montgomery Area Chamber of Commerce</td>
<td><img src="x" alt="Support" /></td>
<td><img src="" alt="Opposition" /></td>
</tr>
<tr>
<td>Shannan Reid</td>
<td><img src="x" alt="Support" /></td>
<td><img src="" alt="Opposition" /></td>
</tr>
<tr>
<td>B. Crisis Assistance Center</td>
<td><img src="x" alt="Support" /></td>
<td><img src="" alt="Opposition" /></td>
</tr>
<tr>
<td>Jennifer Landers</td>
<td><img src="x" alt="Support" /></td>
<td><img src="" alt="Opposition" /></td>
</tr>
<tr>
<td>C.</td>
<td><img src="" alt="Support" /></td>
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</tr>
<tr>
<td>D.</td>
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<tr>
<td>E.</td>
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<td><img src="" alt="Opposition" /></td>
</tr>
<tr>
<td>F.</td>
<td><img src="" alt="Support" /></td>
<td><img src="" alt="Opposition" /></td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2018-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS REGARDING BLAZER BUILDING TEXAS, LLC FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, NH Heritage LP has proposed a senior living development for affordable rental housing at 325 Flagship Blvd. named Heritage Seniors in the City of Montgomery, Texas, located in Montgomery County;

WHEREAS, NH Heritage LP has arrived that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for Heritage Seniors development;

It is hereby RESOLVED, that the City of Montgomery, acting through its governing body, hereby confirms that it supports the proposed Heritage Seniors development located at 325 Flagship Blvd, Montgomery, Montgomery County, Texas and that this formal action has been taken to put on record the opinion expressed by the City of Montgomery, Texas.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Kirk Jones, Mayor are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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
February 20, 2018

Marni Holloway
TDHCA
P.O. Box 13941
Austin, TX 78711

Re: TDHCA #18353 – Heritage Seniors

Dear Ms. Holloway:

This letter is my official notice of support to the request for housing tax credits issued by Texas Department of Housing and Community Affairs for the Heritage Senior Apartments project, application #18353, located at approximately 325 Flagship Blvd., Montgomery, Texas 77356.

My support for this project remains. An 80-unit development such as this within Montgomery is exactly what my district needs to address an ongoing need for more affordable, low to moderate income housing.

Thank you for your consideration. Please do not hesitate to contact me at (512) 463-0650 if you have any questions.

Sincerely,

Cecil Bell, Jr.
State Representative for House District 3
February 10, 2018

Texas Dept. of Housing & Community Affairs
Marni Holloway, Director of Multifamily Finance
P.O. BOX 13941
Austin, TX 78711-3941

RE: Heritage Seniors – TDHCA # 18353

Dear Mrs. Holloway:

I am writing to you to express our support for Nantucket Housing, LLC in their development of Heritage Seniors, TDHCA # 18353, an independent senior living community to be located at 325 Flagship Blvd., Montgomery, Montgomery County, Texas.

There is a need for quality, affordable senior housing in Montgomery County and we believe this age-restricted independent living community will help to fill that need. Many seniors can’t afford to live in the very expensive retirement homes. This development would give them the opportunity to enjoy a comfortable and safe living environment. It would also give them the opportunity to stay within their existing community close to their church, family and friends.

The Montgomery Area Chamber of Commerce works on behalf of all businesses in the City of Montgomery providing services and advocating for those laws and regulations that positively impact business in our community. The Montgomery Area Chamber of Commerce was founded in 2015.

If I can be of further assistance, please do not hesitate to contact us.

Sincerely,

Shannan Reid
Director
JOIN US TODAY!
(/member/newmemberapp)
It’s time to get your business noticed and GROW!

FIND A BUSINESS!
(/list)
Search our directory to find a business to meet your needs.

WHAT’S HAPPENING IN MONTGOMERY?
Small Town. Networked for Big Business.

Montgomery Area Chamber of Commerce is here to connect you with our local businesses, our businesses to each other, and empowering our community to grow!

On this site, you will find information about the Chamber, our business members, and our community. We hope you enjoy your time in Montgomery, Texas, whether to visit or to stay.

Directory (/list)  Deals (/hotdeals)  Map (/map)  Calendar (/events/calendar)  Job Postings (/jobs)

MARK YOUR CALENDARS


Diamond Club

Platinum Members

Amegy Bank (https://montgomeryareachamber.com/list/member/amegy-bank-of-texas-montgomery-102)

April Sound Country Club (https://montgomeryareachamber.com/list/member/april-sound-country-club-montgomery-526)
Cody Johnson Music (https://montgomeryareachamber.com/list/member/cojo-music-llc-571)
Dentists of Montgomery (https://montgomeryareachamber.com/list/member/dentists-of-montgomery-1638)
Heightened Leaders (https://montgomeryareachamber.com/list/member/heightened-leaders-609)
Jacobs Properties (https://montgomeryareachamber.com/list/member/jacobs-properties-montgomery-136)
Joe Cook Agency-Nationwide (https://montgomeryareachamber.com/list/member/joe-cook-agency-inc-nationwide-insurance-montgomery-39)
Lone Star Signs/Texas Specialties (https://montgomeryareachamber.com/list/member/lone-star-signs-texas-specialties-montgomery-89)
MBA Construction (https://montgomeryareachamber.com/list/member/mba-construction-578)
McCoy's Building Supply (https://montgomeryareachamber.com/list/member/mccoys-building-supplies-607)
Montgomery Summit Business Park (https://montgomeryareachamber.com/list/member/montgomery-summit-business-park-summit-universal-montgomery-84)
Royal Texan Homes (https://montgomeryareachamber.com/list/member/royal-texan-homes-llc-581)
Salsbury Insurance Agency (https://montgomeryareachamber.com/list/member/salsbury-insurance-agency-montgomery-80)

SPECIAL EVENTS BLOG (/BLOG/SPECIAL-EVENTS-3571)
Check out some of the fun things to do around Montgomery.
ECONOMIC DEVELOPMENT BLOG (/BLOG/ECONOMIC-DEVELOPMENT-3572)

Stay up-to-date on all the growth and development in the area.

MACC U BLOG (/BLOG/MACC-UNIVERSITY-3565)

Information on today's best practices to help your business grow.
MEMBERSHIP BLOG (/BLOG/MEMBERSHIP-3573)
Meet our members and hear about their exciting news!

(https://www.facebook.com/MontgomeryAreaChamber/)
(https://www.facebook.com/MontgomeryAreaChamber/)

(https://www.linkedin.com/company/macc_tx/)

Montgomery Area Chamber of Commerce PO Box 486, Montgomery, TX 77356 (https://maps.google.com?q=PO+Box+486+Montgomery+TX+77356) ☎ 936.597.5004 (tel:(936) 597-5004) ✉️ info@montgomeryareachamber.com (mailto:info@montgomeryareachamber.com)

© Copyright 2018 Montgomery Area Chamber of Commerce. All Rights Reserved. Site provided by GrowthZone (http://www.growthzone.com) - powered by ChamberMaster (http://www.chambermaster.com) software.
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 makeup 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

Mar 28  Freedom Fest Meeting [https://montgomeryareachamber.com/events/details/freedom-fest-meeting-1784]
Apr 4  Coffee Club [https://montgomeryareachamber.com/events/details/coffee-club-04-03-2018-758]
Apr 7  Lone Star First Saturday [https://montgomeryareachamber.com/events/details/one-star-first-saturday-04-07-2018-768]
SPECIAL EVENTS BLOG (/BLOG/SPECIAL EVENTS-3571)

Check out some of the fun things to do around Montgomery.

ECONOMIC DEVELOPMENT BLOG (/BLOG/ECONOMIC DEVELOPMENT-3572)

Stay up-to-date on all the growth and development in the area.
MONTGOMERY AREA CHAMBER OF COMMERCE  
21325 EVA ST STE 4  
MONTGOMERY, TX 77356-1967  

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):  

- Franchise tax, as of 12-22-2014  
- Sales and use tax, as of 12-22-2014  
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)  
- The entity is not exempt from hotel occupancy tax.  

Texas taxpayer identification number: 32055963626  

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.  

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.  

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.  

For information concerning sales taxpayer permit status, please use the vendor search we provide online.  

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.  

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
February 23, 2018

Texas Dept. of Housing & Community Affairs
Marni Holloway, Director of Multifamily Finance
P.O. BOX 13941
Austin, TX 78711-3941

RE: Heritage Seniors – TDHCA # 18353

Dear Mrs. Holloway:

I am writing to you to express our support to the Texas Department of Housing and Community Affairs for Heritage Seniors, TDHCA # 18353, an independent senior living community to be located at 325 Flagship Blvd., Montgomery, Montgomery County, Texas.

There is a need for quality, affordable senior housing in Montgomery County and we believe this age-restricted independent living community will help to fill that need. Many seniors can’t afford to live in the very expensive retirement homes. This development would give them the opportunity to enjoy a comfortable and safe living environment. It would also give them the opportunity to stay within their existing community close to their church, family and friends.

The mission of Crisis Assistance Center is to provide a source of hope for residents of Montgomery County who are experiencing financial crisis in basic needs of housing, utilities, food, clothing, transportation and medical prescriptions.

Sincerely,

Jennifer Landers
Executive Director
Crisis Assistance Center

Our Vision:
Crisis Assistance Center is a catalyst of hope and solutions for Montgomery County residents in crisis.

Our Mission:
Crisis Assistance Center is a source of hope for Montgomery County residents experiencing financial crisis in basic needs of housing, utilities, food and clothing.

Strengthened through collaboration with community and faith partners, we honor and restore the dignity of individuals and families to attain greater levels of responsibility and financial independence, by delivering assistance and life-lasting strategic solutions.
PROGRAMS - CRISIS ASSISTANCE CENTER, MONTGOMERY COUNTY, CONROE, TEXAS

EMERGENCY OR PREVENTIVE

Clients come to CAC to obtain assistance for rent, utilities, childcare, food, clothing, and prescriptions. Through joint efforts with many community partnerships we are able to keep families housed with working utilities, clothing, food, support services, and necessities. Some funding partners include the Montgomery County United Way, April Sound Church, First United Methodist Church of Conroe, the Montgomery County Community Foundation, the Houston Endowment, Cut-N-Shoot Charities, Montgomery County, Entergy, Sam Houston Electric Co-op, Mid-South Synergy, and Reliant.

Beyond the emergency assistance, CAC offers preventive services to help lift a family out of crisis towards self-sufficiency. Through a “care team” approach around an intensive case management model, CAC is able to provide an individualized plan and roadmap of services specific to the clients’ needs. Our community partnerships with area churches and other social service agencies enable us to provide an array of services beyond the “Band-Aid” and holistically walk with families out of crisis.

CAC Client Services
“RESTORE FAMILIES IN CRISIS TO SELF-SUFFICIENCY”

Utilities Assistance
CAC is committed to helping families to rebuild themselves out of crisis. Our utility assistance programs can pay for electricity, gas, propane, kerosene, or wood (if that is the heating source for the home). The utility assistance programs cannot pay for telephone, cable television, water, or security light service.

Rent / Mortgage Assistance
When an unexpected crisis depletes the family income to the point of eviction, CAC can partially provide rent and mortgage assistance to Montgomery County residents who are experiencing a crisis.

Prescription Assistance

Childcare Assistance

Community Collaborations and Life Skill Classes

CAC Supportive Services

Client Choice Food Pantry
CAC offers a Client Choice Food Pantry, which allows clients to shop the shelves for food they want and need, according to their specific dietary and nutritional needs. Clients are invited individually to the pantry and encouraged to open both the freezers and the coolers to choose the perishables they would like to take with them. This model is more respectful than handing the client a bag of food they may not need and reduces waste. CAC is the only pantry that serves the entire county for hungry residents of Montgomery County.

Clothing
CAC also offers vouchers for clothing for individuals and families in need. Coats and blankets are donated to CAC during cold weather. To learn more about our clothing voucher program, contact 936-539-9211.

**Household Items**

CAC provides household goods such as paper towels, laundry detergent, soap, toothpaste, toilet tissue, and school supplies to our clients. The items provided are contingent upon inventory and donations.

**DONATIONS OF FOOD, PAPER GOODS, AND HYGIENE PRODUCTS ARE ALWAYS APPRECIATED!**

We collect personal information about individuals in a computer system called HMIS or Homeless Management Information System for reasons that are discussed in our privacy policy. We may be required to collect some personal information by organizations that fund the operation of this program. Other personal information that we collect is important to run our programs, to improve services for individuals. In order to provide or coordinate individual referrals, case management, housing or other services, some client records may be shared with other organizations that are required to have privacy policies in place in order to protect your personal information.

We collect information that we consider appropriate. If you have any questions or would like to see our privacy policy, our staff will provide you with a copy. You have the right as a client to decline to share your information.

---

**OFFICE HOURS**

**Business/Appointment Hours:**
Monday- Closed
Tuesday- Friday
8:30am-11:30am, 1-4 pm

**Resale Shop Hours:**
Tuesday-Thursday
10am-3pm

**Donation/Volunteer Hours:**
Tuesday-Friday
8:30am-5pm

---

https://www.cac-mctx.org/programs/
OUR VISION
“The Crisis Assistance Center seeks to provide a loving, supportive place where people can come to get the help and resources they need during a time of vulnerability and instability.”

OFFICE HOURS:
Monday – Closed
Tues – Fri
8:30 am – 11:30 am
Closed during Lunch
Tues – Fri 1:00 pm – 4:00 pm
Closed in observance of National Holidays

We are a 501(c) non-profit. All donations are tax deductible.

CONTACT PHONE:
Business – 936.539.1096
Appointment – 936.539.9211
March 01, 2018

CRISIS ASSISTANCE CENTER, INC.
1022 MCCALL AVE
CONROE, TX 77301-2228

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 05-21-1981
Sales and use tax, as of 05-21-1981
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17600007987

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Tab 47

Third Party Reports
**Required Third Party Reports**

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable (§10.205).

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - **Prepared by:** Phase Engineering
   - **Date of Report:** 2/26/2018
   - [ ] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [ ] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - [ ] Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - [ ] Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - [ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - [ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - [ ] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - **Prepared by:** Valbridge Property Advisors
   - **Date of Report:** 2/26/2018

4. **Property Condition Assessment (PCA)**
   - **Prepared by:** N/A
   - **Date of Report:** 

5. **Appraisal**
   - **Prepared by:** Murphy Appraisal Group
   - **Date of Report:** 2/25/2018

6. **Site Design and Development Feasibility Report**
   - **Prepared by:** Brown & Gay Engineers
   - **Date of Report:** 2/27/2018
Texas Department of Housing and Community Affairs,  
a public and official department of the State of Texas  
221 East 11th Street  
Austin, Texas 78701

Re: Phase Engineering, Inc. Phase I Environmental Site Assessment (ESA) Report No. 201802006  
325 Flagship Boulevard, Montgomery, Montgomery County, Texas 77356

To Whom It May Concern,

This letter is to certify that the Phase I Environmental Site Assessment (the “Report”) relating to the above referenced property completed by Phase Engineering, Inc. (the “Consultant”) may be conveyed to and relied upon by Texas Department of Housing and Community Affairs as if the Report had originally been prepared for them.

The report fee is Phase Engineering, Inc.’s sole benefit and findings are not contingent on compensation from the client or its affiliates. Phase Engineering has read and understands the department rules regarding this report as found in 2018 Real Estate Analysis rules as codified in Chapter 10, Subchapter D, §§10.301 - 10.307 Underwriting and Loan Policy of the Uniform Multifamily Rules, “Section 10.305: Environmental Site Assessment Rules and Guidelines.”

In addition to the conclusions and findings reported in the document, the report indicates any of the below undesirable neighborhood characteristics are within the ASTM search radius from the subject property, in accordance with the Site and Development Requirements and Restrictions listed in Subchapter B, §10.101 (a)(4)(B)(v) of the Uniform Multifamily Rules.

<table>
<thead>
<tr>
<th>Database</th>
<th>ASTM Search Radius</th>
<th>Sites Found</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal National Priorities List (NPL)</td>
<td>1 mile</td>
<td>None</td>
</tr>
<tr>
<td>Federal CERCLA</td>
<td>0.50 mile</td>
<td>None</td>
</tr>
<tr>
<td>Federal Institutional Control / Engineering Control Registries</td>
<td>Subject Property</td>
<td>None</td>
</tr>
<tr>
<td>RCRA CORRACTS Facilities</td>
<td>1 mile</td>
<td>None</td>
</tr>
<tr>
<td>RCRA Generators of Hazardous Wastes</td>
<td>0.125 mile</td>
<td>None</td>
</tr>
<tr>
<td>State Voluntary Cleanup Program (VCP)</td>
<td>0.50 mile</td>
<td>None</td>
</tr>
</tbody>
</table>

Thank you for using the professional environmental services of Phase Engineering, Inc. If you should have any questions, please contact me at 713-476-9844.

Sincerely,

James C. Dismukes, P.E.  
President  
Phase Engineering, Inc.
Phase I Environmental Site Assessment

325 Flagship Boulevard, Montgomery, Montgomery County, Texas 77356

February 26, 2018
PEI Project No.: 201802006

Prepared for:
Nantucket Housing, LLC
Texas Department of Housing and Community Affairs (TDHCA)

Prepared by:
Phase Engineering, Inc.
5524 Cornish Street
Houston, Texas 77007
### MARKET ANALYSIS SUMMARY

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Valbridge Property Advisors</th>
<th>Date:</th>
<th>2/26/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td></td>
<td>Phone:</td>
<td>713.467.5858</td>
</tr>
<tr>
<td>Development:</td>
<td>Heritage Seniors</td>
<td>Target Population:</td>
<td>senior</td>
</tr>
<tr>
<td>Definition of Elderly Age:</td>
<td>55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Location:</td>
<td>Approx 325 Flagship Blvd.</td>
<td>City:</td>
<td>Montgomery</td>
</tr>
<tr>
<td>Site Coordinates:</td>
<td>Longitude: 30.23'10.25N</td>
<td>Latitude: 95.41'37.16W</td>
<td>(decimal degree format)</td>
</tr>
<tr>
<td>CENSUS TRACTS</td>
<td>525 Square Miles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Primary Market Area (PMA) page | 525 |

| 481851801.02 | 483396943.01 | 483396947.00 |
| 481851802.00 | 483396943.02 |
| 483396933.00 | 483396944.00 |
| 483396936.00 | 483396945.00 |
| 483396937.00 | 483396946.00 |
APPRAISAL OF REAL PROPERTY
Appraised as vacant developed land
4.09 gross acre site

Referred to as 0 Flagship Boulevard
Montgomery, Montgomery County, Texas 77356
APPRAISAL OF REAL PROPERTY
Appraised as vacant developed land
4.09 gross acre site

Referred to as 0 Flagship Boulevard
Montgomery, Montgomery County, Texas 77356

PREPARED FOR
Texas Department of Housing & Community Affairs
and
Nantucket Housing, LLC
4001 W. Sam Houston Parkway, N., Suite 100
Houston, Texas 77043
281-850-4502

AS OF
February 25, 2018

PREPARED BY
The Murphy Appraisal Group, LLC
Real Estate Appraisers and Consultants
6219 Katy Freeway, Suite 195
Houston, Texas 77024
713-468-6819
Fax 713-463-9885
Email wmurphy@murphyappraisalgroup.com
www.murphyappraisalgroup.com
February 27, 2018

Texas Department of Housing & Community Affairs
and
Nantucket Housing, LLC
4001 W. Sam Houston Parkway, N., Suite 100
Houston, Texas 77043
281-850-4502

RE: Appraisal of 4.09 gross acres of land located at 0 Flagship Boulevard in Montgomery, Texas.

Dear Gentlemen:

At the request of Matt Fuqua with Blazer Building Texas, LLC, we completed an investigation and analysis of the above referenced property for the purpose of estimating the Market Value of the Fee Simple Estate of the 4.09+- gross acre subject property. The subject property is considered to be effectively vacant developed land for the purpose of this appraisal. The effective date of the appraisal is February 25, 2018 the day of the most recent site visit. It is our understanding that this appraisal will be used in a possible loan underwriting decision relative to the subject property. This appraisal report is for the use of Texas Department of Housing & Community Affairs (TDHCA) and Nantucket Housing, LLC.

As referenced herein, Market Value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

A) buyer and seller are typically motivated;
B) both parties are well informed or well advised, and each acting in what he considers his own best interest;
C) a reasonable time is allowed for exposure in the open market;
D) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
E) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
The value conclusion of this report is expressed in terms of cash.

Per prior agreement with the client, this is an Appraisal Report that is intended to comply with the reporting requirements of Standard 2 of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. As such, it includes summary discussions of the data, reasoning, and analyses that were used in the appraisal process including supporting documentation concerning the data, reasoning, and analyses. The information contained in this report is specified to the needs of the client and is for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

The according to MCAD tax records, account 5768-00-00200-R459738, the subject property is a part of a larger land tract that contains a total of 8.336 +- acres or 363,159 SF. The subject property is approximately half of the total property or 4.09 acres or 178,335 +- square feet based on the information provided by the owner of record. On the date of appraisal, the subject property consisted of 4.09 gross acres of land and is referred to as 0 Flagship Boulevard, in the Montgomery County Appraisal District (MCAD) records. The subject site is an effectively vacant site with utilities. The subject property is located south of Flagship Boulevard just east of FM 149 and just south of SH 105. The subject fronts on and has access from Flagship Boulevard. Additional descriptions of the property, together with the sources of information and the support for our estimates, are included in the associated sections of this report.

The subject property represents a total site area of approximately 4.09 gross acres or approximately 178,335 square feet. This property has a highest and best use for continued investment purposes or future multifamily residential use development purposes when supply and demand factors indicate the that improving the site is feasible.

We relied upon information provided by the owner, MCAD records and the site visit. This appraisal is based on the assumption that the data relative to the property is an accurate representation of the physical characterizes of the site. The subject site size was based upon the survey provided by the client. The subject property consists of a 4.09 +- gross acres or 178,335 square feet of land located at 0 Flagship Boulevard, Montgomery, Texas 77356. The subject property is currently vacant land with utilities and for the purpose of this appraisal we are appraising the property as effectively vacant land with utilities on site. The property is located approximately 55+- miles north of the Houston CBD in the Montgomery and Conroe area of the Houston Metropolitan Area.

Assuming adequate exposure and normal marketing efforts, it is our opinion that the estimated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market value conclusion in this analysis as of the date of this valuation) would be 12 months; the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is estimated to be 12 months, which is consistent with current market conditions.
These estimates were based on local and national surveys, conversations with property owners and real estate brokers active in the local market. They were also based on the relative supply and demand of comparable properties in the subject’s market area. It is important to note that these estimates are applicable to the subject property at the market value stated herein.

The above opinion of value in this appraisal is qualified and limited by the Assumptions and Limiting Conditions contained herein. Please read them carefully to totally understand the basis of our value estimate. To the best of the appraiser’s knowledge, this report had been prepared in accordance with: The Uniform Standards of Professional Appraisal Practice (USPSP) as approved by the Appraisal Standards Board of the Appraisal Foundation; the requirements of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA); the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute, and all applicable state licensing requirements. William R. Murphy, MAI, SRA, conducted a the most recent site visit of this property on February 25, 2018. The effective date of the appraisal is February 25, 2018. The date of this report is February 27, 2018. Mr. Murphy has read and understands the requirements of Section 10.304 of TDHCA Appraisal Rules and Guidelines. Mr. Murphy is a disinterested party and will not materially benefit from the Development in any other way than receiving a fee for performing the appraisal and that fee is in no way contingent upon the outcome of the appraisal.

The existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraiser’s site visit. The appraisers have no knowledge of the existence of such materials on or near the property, unless otherwise stated.

We have no reason to suspect the presence of hazardous substances and we valued the subject assuming that none are present. The appraisers, however, are not qualified to test such substances or conditions. If the presence of substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions are determined to exist, it may affect the value of property. The value estimate is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. We are not qualified to detect or identify hazardous substances that may, or may not, be present on, in, or near the subject property. The presence of hazardous materials may negatively affect Market Value. No responsibility is assumed for any such conditions, or for any expertise or engineering required to detect or discover them. We urge the user of this report to obtain the services of specialists for the purpose of conducting an environmental audit.
We were provided with a recent land survey that was used for legal description and illustrative purposes. The subject property is the southern part of the 8.336+- acre parent site. Additional MCAD information and site information are in the addenda. The future estimated costs associated with any future development of any proposed improvements, including the infrastructure costs related to road constructions, wastewater, sewer, site preparation, detention and other costs for development of the subject site was not provided and was not considered or included in this analysis. Surveys and other data relative to the physical aspects of the property were provided. Information regarding projected sales or projected, leases, income and expense figures, financial statements, or other written or verbal representations and/or communications and information provided to us were reasonably relied upon in good faith but have not been analyzed for their legal implications. We urge and caution the user of this report to obtain legal counsel of his own choice to review the legal and factual matters, and to verify and analyze the underlying facts and merits of any investment decision in a reasonably prudent manner.

The appraisers have no known knowledge and no representations are intended as to the subject’s location in or out of an area determined to be endangered species habitat. We are not qualified to make such determinations and we advise the user of this report to obtain an opinion of wetlands experts to make a conclusion. No endangered species or endangered habitat was observed by the appraisers during inspection. If the subject is determined to be located within an area designated as endangered species habitat, it may affect the value of the property and the value estimated is predicated on the assumption that the subject site is not located in an area determined to be endangered species habitat. To the best of the appraiser’s knowledge, the subject property has no governmentally protected significant natural, cultural, recreational, or scientific value.

In the accompanying report, the results of our investigations, together with the details of the methods used in deriving the final value estimate, can be found. The scope and narrative content of this appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), as set forth by the Appraisal Institute and Appraisal Foundation, as well as TDHCA reporting guidelines and FIRREA. This is a narrative appraisal report.
Please refer to the assumptions and limiting conditions, which are contained in the body of this report, for a more thorough understanding of the conditions upon which the value and conclusions contained herein were based.

We are not qualified to detect or identify hazardous substances that may, or may not, be present on, in, or near this property. The presence of hazardous materials may affect value. We were not provided with an environmental audit. The user of this report should rely on such audits and or studies and seek and interpretation of any earnest money contract terms and conditions by a qualified attorney. As a result of our investigation and analysis, a value opinion for the subject property was concluded. This value opinion is based on a reasonable marketing and exposure period of 12 months or less and upon the assumption that the subject would sell with market financing.

After completing an analysis of the subject property, as well as the market area, it is our opinion that the as is Market Value of the Fee Simple interest in the subject property “As vacant developed land” as of the current effective date of value, and subject to the General and Special Assumptions and Limiting Conditions as delineated herein, is:

**ESTIMATE OF MARKET VALUE OF FEE SIMPLE ESTATE**  
(As of February 25, 2018, the date of the site visit)

**NINE HUNDRED THIRTY THOUSAND DOLLARS**  
$930,000 or $5.21 psf

Property is currently not under contract or listed to our knowledge.

Your attention is directed to the following Appraisal Report, which contains the market data and describes our investigation and analysis leading to our final value conclusion, together with Certification, Assumptions and Limiting Conditions, upon which we based our opinion of the current Market Value of the Fee Simple Estate of the subject property. If you have any questions, please feel free to call.

Sincerely,

THE MURPHY APPRAISAL GROUP, LLC

William R. Murphy, MAI, SRA, CCIM
Texas State Certification Number: TX-1320435-G
SITE DESIGN AND DEVELOPMENT FEASIBILITY REPORT

Heritage Seniors

Prepared for:
Nantucket Housing, LLC
9219 Katy Freeway, Suite 200
Houston, Texas 77024

February 27, 2018

STATE OF TEXAS
WILLIAM J. KOTLAN
80229
LICENSED PROFESSIONAL ENGINEER

TBPE Firm No. 1046
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Ben,

The 2014 audited statement is EBH’s most recent statement prepared by a third-party CPA. All other more recent statements have been so-called ‘company-prepared’ statements. Please let me know if you need a letter from the President of EBH stating the same.

Thanks,

Nathan L. Kelley
Blazer Building Texas, LLC
Nantucket Housing, LLC
713.914.9200 (O)
281.782.7078 (M)
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. Opportunity Index scoring request for Associates degree or higher presents the wrong survey as evidence. No action on your part relating to this issue is necessary.
3. Dakar Gibbs did not sign the Pro Forma or Financing Narrative. This affects scoring Financial Feasibility points.
4. Submit a current title commitment for the 4.09 acres.
5. Development Activities section 1 requires 10 points. Please revise the page.
7. “Etc.” in Rent Schedule must be explained, i.e., all descriptors must be specific. Revise Rent Schedule as applicable.
8. Sponsor Characteristics exhibit does not say how the nonprofit will materially participate in the development. This is not a correctable deficiency (-2 points).
9. List of Organizations and Principals Org 2 principals should include only Education Based Housing, Inc. Only if the persons originally named are officers separate from the owner should they be named as principals in Org 2.
10. Submit the most recent financial statement of the nonprofit prepared by a CPA. This does not have to be an audited statement.
11. Because he is named as a person that can terminate the application in the Credit Limit Part II, Chris Richardson must submit a Development Owner Certification.

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 Monday, April 23, 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
Ph. 512.475.2122
Dear Ben,

Please accept this letter as our response to the deficiency notice dated April 16, 2018.

1. Opportunity Index scoring request for Associates degree or higher presents the wrong survey as evidence. No action on your part relating to this issue is necessary. Confirmed, but correct survey attached for reference.

2. Sources and Uses and Financing Narrative say 35-year amortization for Bank of America permanent loan. Body of BOA letter says 30 years. Sources and Uses and Financing Narrative say 18-year loan term for Bank of America permanent loan. Body of BOA letter says 16 years. Text of letter is inconsistent with table on page 5. Debt service in pro forma agrees with table instead of body of letter. Please revise the Sources and Uses, Financing Narrative, 15 Year Pro Forma, Annual Operating Expenses exhibit, and/or letter as applicable. Revised Bank of America debt letter attached. The bank adjusted page 3 of their letter to make it consistent with the table on page 5 of their original letter, and all our application exhibits. Therefore, no corrected exhibits are necessary.

3. Dakar Gibbs did not sign the Pro Forma or Financing Narrative. This affects scoring Financial Feasibility points. As we discussed, the Pro Forma and Financing Narrative were executed by Bryan Hanrahan, a colleague of Mr. Gibbs. Both gentlemen work on the review, underwriting and approval of the construction and permanent loan requests we submit to Bank of America. Historically, Mr. Gibbs has executed the term sheets in while Mr. Hanrahan has executed the Pro Forma and Financing Narrative. Most recently, application 17097, Holly Oak Seniors was submitted and accepted in this manner.


5. Development Activities section 1 requires 10 points. Please revise the page. Revised Tab 18 attached.

7. “Etc.” in Rent Schedule must be explained, i.e., all descriptors must be specific. Revise Rent Schedule as applicable. Revised Tab 24 attached.

8. Sponsor Characteristics exhibit does not say how the nonprofit will materially participate in the development. This is not a correctable deficiency (-2 points). According to the 2018 Multifamily Application Procedures Manual, Tab 36 requires, as an exhibit, “a narrative describing the HUB’s or Nonprofit’s experience in the housing industry as well as a statement indicating how the Nonprofit or HUB will materially participate must be included behind this tab. Acceptable evidence of experience includes, but is not limited to a resume or TDHCA experience certificate…”.

Within the original application, Education Based Housing, Inc. (“EBH”; the Nonprofit partner) provided a resume titled “History of Education Based Housing”. Within the body of the exhibit, it documents EBH’s experience in the housing industry, material involvement in other developments as the managing general partner and, in addition to being the managing general partner of the Applicant, outlines how the Nonprofit will participate in the Development. This exhibit has been utilized to document the EBH’s experience and participation on numerous other applications with no issue.

Tab 36 also notes, via checkboxes selected, that EBH has experience and the applicability of that experience to its participation in the Development are in Construction, Development and Compliance. Tab 39 for EBH shows that EBH has continuous participation in nine HTC developments, dating back until 2002, and such participation remains ongoing in all of them.

Further, Tab 40 of the Application articulates the same with the following statement: “The non-profit is the Managing General Partner of the development. The non-profit will assure that all records, and reports are submitted in a timely manner and the development adheres to all guidelines of the TDHCA.” Tab 40 also clearly notes in #1, part 2 an affirmative “Yes” selection when asked “…will this nonprofit organization Control the Applicant?”

Lastly, the organizational charts provided under Tab 37 clearly denote EBH’s control of the Applicant via its sole ownership of the 51% owner of the general partner.

9. List of Organizations and Principals Org 2 principals should include only Education Based Housing, Inc. Only if the persons originally named are officers separate from the owner should they be named as principals in Org 2. Revised Tab 38 attached.

10. Submit the most recent financial statement of the nonprofit prepared by a CPA. This does not have to be an audited statement. Attached.

11. Because he is named as a person that can terminate the application in the Credit Limit Part II, Chris Richardson must submit a Development Owner Certification. Attached.
Please contact me with any questions.

Best regards,

Nathan Kelley
nkelley@blazerbuilding.com
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau’s Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 6945, Montgomery County, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>Estimate</td>
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<tr>
<td>Population 18 to 24 years</td>
<td>366</td>
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<tr>
<td>Less than high school graduate</td>
<td>22</td>
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<tr>
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<tr>
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<tr>
<td>Population 25 years and over</td>
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<tr>
<td>Less than 9th grade</td>
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<tr>
<td>9th to 12th grade, no diploma</td>
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<tr>
<td>Percent bachelor's degree or higher</td>
<td>(X)</td>
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<tr>
<td>Population 25 to 34 years</td>
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<td>873</td>
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<tr>
<td>Bachelor's degree or higher</td>
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<tr>
<td>Population 35 to 44 years</td>
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<td>Population 45 to 64 years</td>
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<td>Population 65 years and over</td>
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<tr>
<td>High school graduate or higher</td>
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</table>
### RACE AND HISPANIC OR LATINO ORIGIN BY EDUCATIONAL ATTAINMENT

<table>
<thead>
<tr>
<th>Race/Origin</th>
<th>Total Estimate</th>
<th>Margin of Error</th>
<th>Percent Estimate</th>
<th>Margin of Error</th>
<th>Males Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bachelor's degree or higher</strong></td>
<td>199</td>
<td>+/-111</td>
<td>19.0%</td>
<td>+/-9.2</td>
<td>149</td>
</tr>
<tr>
<td><strong>White alone</strong></td>
<td>5,288</td>
<td>+/-402</td>
<td>(X)</td>
<td>(X)</td>
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<tr>
<td>High school graduate or higher</td>
<td>4,978</td>
<td>+/-380</td>
<td>94.1%</td>
<td>+/-2.5</td>
<td>2,440</td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>1,751</td>
<td>+/-267</td>
<td>33.1%</td>
<td>+/-5.6</td>
<td>898</td>
</tr>
<tr>
<td>White alone, not Hispanic or Latino</td>
<td>4,974</td>
<td>+/-388</td>
<td>(X)</td>
<td>(X)</td>
<td>2,541</td>
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<tr>
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<td>4,689</td>
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<td>94.3%</td>
<td>+/-2.6</td>
<td>2,335</td>
</tr>
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<td>1,701</td>
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<td>34.2%</td>
<td>+/-5.7</td>
<td>898</td>
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<tr>
<td><strong>Black alone</strong></td>
<td>64</td>
<td>+/-70</td>
<td>(X)</td>
<td>(X)</td>
<td>16</td>
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<tr>
<td>High school graduate or higher</td>
<td>64</td>
<td>+/-70</td>
<td>100.0%</td>
<td>+/-39.8</td>
<td>16</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>13</td>
<td>+/-23</td>
<td>20.3%</td>
<td>+/-28.9</td>
<td>13</td>
</tr>
<tr>
<td><strong>American Indian or Alaska Native alone</strong></td>
<td>74</td>
<td>+/-60</td>
<td>(X)</td>
<td>(X)</td>
<td>61</td>
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<tr>
<td>High school graduate or higher</td>
<td>74</td>
<td>+/-60</td>
<td>100.0%</td>
<td>+/-36.9</td>
<td>61</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>74</td>
<td>+/-60</td>
<td>100.0%</td>
<td>+/-36.9</td>
<td>61</td>
</tr>
<tr>
<td><strong>Asian alone</strong></td>
<td>121</td>
<td>+/-118</td>
<td>(X)</td>
<td>(X)</td>
<td>69</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>121</td>
<td>+/-118</td>
<td>100.0%</td>
<td>+/-26.1</td>
<td>69</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>52</td>
<td>+/-49</td>
<td>43.0%</td>
<td>+/-49.7</td>
<td>33</td>
</tr>
<tr>
<td><strong>Native Hawaiian and Other Pacific Islander alone</strong></td>
<td>0</td>
<td>+/-18</td>
<td>(X)</td>
<td>(X)</td>
<td>0</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>0</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
<td>0</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0</td>
<td>+/-18</td>
<td>-</td>
<td>**</td>
<td>0</td>
</tr>
<tr>
<td><strong>Some other race alone</strong></td>
<td>86</td>
<td>+/-88</td>
<td>(X)</td>
<td>(X)</td>
<td>37</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>65</td>
<td>+/-81</td>
<td>75.6%</td>
<td>+/-43.7</td>
<td>16</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>65</td>
<td>+/-81</td>
<td>75.6%</td>
<td>+/-43.7</td>
<td>16</td>
</tr>
<tr>
<td><strong>Two or more races</strong></td>
<td>90</td>
<td>+/-76</td>
<td>(X)</td>
<td>(X)</td>
<td>9</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>90</td>
<td>+/-76</td>
<td>100.0%</td>
<td>+/-32.7</td>
<td>9</td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>9</td>
<td>+/-17</td>
<td>10.0%</td>
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<tr>
<td><strong>Hispanic or Latino Origin</strong></td>
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<td>+/-160</td>
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<td>(X)</td>
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<td>+/-135</td>
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<td>Bachelor's degree or higher</td>
<td>144</td>
<td>+/-96</td>
<td>33.6%</td>
<td>+/-20.7</td>
<td>32</td>
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### POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>Total Estimate</th>
<th>Margin of Error</th>
<th>Percent Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than high school graduate</td>
<td>(X)</td>
<td>(X)</td>
<td>8.6%</td>
<td>+/-9.4</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>(X)</td>
<td>(X)</td>
<td>5.7%</td>
<td>+/-5.7</td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>(X)</td>
<td>(X)</td>
<td>1.0%</td>
<td>+/-1.6</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>(X)</td>
<td>(X)</td>
<td>1.4%</td>
<td>+/-1.5</td>
</tr>
</tbody>
</table>

### MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2015 INFLATION-ADJUSTED DOLLARS)

<table>
<thead>
<tr>
<th>Educational Attainment</th>
<th>Total Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than high school graduate</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Subject</td>
<td>Males</td>
<td>Females</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Population 18 to 24 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than high school graduate</td>
<td>+/-99</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>+/-69</td>
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<tr>
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<td>+/-57</td>
<td>32.3%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-18</td>
<td>0.0%</td>
</tr>
<tr>
<td>Population 25 and over</td>
<td>+/-284</td>
<td>(X)</td>
</tr>
<tr>
<td>Less than 9th grade</td>
<td>+/-65</td>
<td>2.9%</td>
</tr>
<tr>
<td>9th to 12th grade, no diploma</td>
<td>+/-92</td>
<td>5.9%</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>+/-275</td>
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<tr>
<td>Some college, no degree</td>
<td>+/-190</td>
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<tr>
<td>Associate's degree</td>
<td>+/-102</td>
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<td>Bachelor's degree</td>
<td>+/-156</td>
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<tr>
<td>Graduate or professional degree</td>
<td>+/-115</td>
<td>9.5%</td>
</tr>
<tr>
<td>Percent high school graduate or higher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percent bachelor's degree or higher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Population 25 to 34 years</td>
<td>+/-160</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-160</td>
<td>100.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-71</td>
<td>31.9%</td>
</tr>
<tr>
<td>Population 35 to 44 years</td>
<td>+/-169</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-183</td>
<td>93.7%</td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>+/-135</td>
<td>31.7%</td>
</tr>
<tr>
<td>Population 45 to 64 years</td>
<td>+/-135</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
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</tr>
<tr>
<td>Bachelor's degree or higher</td>
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<tr>
<td>Population 65 years and over</td>
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<td>(X)</td>
</tr>
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<td>High school graduate or higher</td>
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<tr>
<td>Bachelor's degree or higher</td>
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<td>25.2%</td>
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<tr>
<td>RACE AND HISPANIC OR LATINO ORIGIN BY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EDUCATIONAL ATTAINMENT</td>
<td></td>
<td></td>
</tr>
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<td>(X)</td>
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<td>33.6%</td>
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<tr>
<td>White alone, not Hispanic or Latino</td>
<td>+/-271</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-254</td>
<td>91.9%</td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>+/-165</td>
<td>35.3%</td>
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<tr>
<td>Black alone</td>
<td>+/-24</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-24</td>
<td>100.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-23</td>
<td>81.3%</td>
</tr>
<tr>
<td>American Indian or Alaska Native alone</td>
<td>+/-55</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-55</td>
<td>100.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
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<td>100.0%</td>
</tr>
<tr>
<td>Asian alone</td>
<td>+/-63</td>
<td>(X)</td>
</tr>
<tr>
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<td>100.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
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<td>47.8%</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander alone</td>
<td>+/-18</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**Note:** Margin of Error may not be applicable due to data limitations.
<table>
<thead>
<tr>
<th>Subject</th>
<th>Males</th>
<th>females</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Margin of Error</td>
<td>Percent Males</td>
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<td>(X)</td>
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<td>43.2%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-26</td>
<td>43.2%</td>
</tr>
<tr>
<td>Two or more races</td>
<td>+/-15</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>+/-15</td>
<td>100.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-18</td>
<td>0.0%</td>
</tr>
<tr>
<td>Hispanic or Latino Origin</td>
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<td>(X)</td>
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<td>High school graduate or higher</td>
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<td>74.9%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>+/-36</td>
<td>17.5%</td>
</tr>
</tbody>
</table>

POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT

<table>
<thead>
<tr>
<th></th>
<th>Males</th>
<th>females</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than high school graduate</td>
<td>(X)</td>
<td>6.1%</td>
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</tr>
<tr>
<td>Some college or associate's degree</td>
<td>(X)</td>
<td>0.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>(X)</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2015 INFLATION-ADJUSTED DOLLARS)

<table>
<thead>
<tr>
<th></th>
<th>Males</th>
<th>females</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population 25 years and over with earnings</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Less than high school graduate</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>(X)</td>
<td>(X)</td>
</tr>
</tbody>
</table>
TERM SHEET
(End to End Taxable Construction to Permanent Loan)

February 23, 2018

VIA EMAIL

H. Chris Richardson
Nantucket Housing, LLC
9219 Katy Fwy, Suite 200
Houston, TX  77024

Re: Construction to Permanent Loan for Heritage Seniors, located in Montgomery, TX (the “Project”)

Dear Chris:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the “Bank”) would consider a loan request on the above referenced project. This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:

Project: To be constructed 80-unit apartment complex on the above referenced property.

Borrower: TBD entity - form and substance of Borrower must be acceptable to the Bank.

Reporting Requirements: Borrower and Guarantors’ financial statements, covenant compliance certificates, property operating statements, leasing summaries and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

Know Your Customer: Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower’s identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

Other Requirements: All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, physical needs assessment, legal documentation, insurance, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating...
deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, information regarding real estate taxes (including proof of any tax-exempt status if applicable) and other terms and conditions as may be required.

Confidentiality: This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower.

CONSTRUCTION LOAN

Construction Loan Amount: Information obtained by the Bank and based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the least of:

1) $8,000,000;
2) 75% LTC based on final Bank approved construction budget; or
3) 80% LTV based on the sum of the “as completed and stabilized” appraised value, including rent restrictions, plus the value of the Low Income Housing Tax Credits (the “LIHTC”) at the lesser of the value determined within Bank analysis of market pricing for the proposed market, or the gross amount being paid for the LIHTC’s by the syndicator/investor.

Construction Interest Rate: LIBOR + 2.50%, floating. The budget for the project will contain an interest reserve acceptable to Bank.

Construction Loan Term: 24 months from the loan closing.

Construction Loan Amortization: Interest only for 24 months; as applicable: 30 year amortization paid monthly thereafter.

Construction Loan Fee: 0.75% of the total Loan Commitment, payable at closing.

Construction Renewal Options: An extension of the Construction Loan for six (6) months may be provided at the discretion of the Bank. An extension fee of .25% of the committed Loan amount will be associated with the extension. There may be other charges associated with the extension, such as Bank’s legal fees.

Payment and Performance Guaranty: 100% guarantee of completion, performance and repayment to be provided by Blazer- Nantucket Holdings, LLC. Blazer Building Texas, LLC will also provide a completion guaranty. For borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.
Collateral:
1) First Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Assignment of rents/leases and management/construction/architectural contracts, etc.
4) Assignment of partnership interest, including capital contributions.
5) Assignment of interest rate hedge agreement, if any.

General Contractor: Blazer Building Texas, LLC. Entity subject to Bank’s full due diligence and approval. Guaranteed maximum price contract required. Contract must require 10% retainage. Payment and performance bond or acceptable Letter of Credit required in an amount and issuer acceptable to the Bank.

Loan Advances: Construction loan advances will be made no more frequently than monthly and will be based on the percentage of completion method for actual work in place less retainage as confirmed and approved by the Bank and its third party construction consultant. All funds will be advanced into a construction account held by the Bank.

Project Budget: Project budget must be approved by the Bank and include:
1) Minimum 5% construction contingency (if new construction), or 10% contingency (if rehabilitation of existing improvements);
2) Minimum 3% soft cost contingency;
3) Sufficient interest reserve to support the Project until it achieves the breakeven. Excess cash flow shall be used first to apply to accrued interest or interest then due with the remainder advanced from interest reserve; and
4) Bank may also require other reserves to be established with the Project budget.

PERMANENT LOAN:

Permanent Loan Amount: The least of:
1) $3,515,000;
2) 80% LTV based on an appraisal in form and substance acceptable to the Bank, or
3) the principal amount based on debt service payments sufficient to achieve a 1.20X DSCR. LTV and DCR requirements are subject to change upon final underwriting. In the event the Project demonstrates a declining Net Operating Income in the Proforma, the Permanent Loan amount shall be sized in accordance with the Project achieving a minimum annual DCR of 1.05x in year 15 year and 1.00x in year 18 based on Bank approved trending of income and expenses. The Permanent Loan Amount is further restricted to the calculations and limitations as set forth in the “Secondary Financing” section below.

Permanent Loan Interest Rate: The Bank estimates that, were the Note rate fixed as of the date of this letter, the rate would be approximately 5.88%. THIS RATE IS INDICATIVE ONLY AND THE ACTUAL NOTE RATE MAY DIFFER. For underwriting purposes the Bank assumed a rate of 6.5%. The interest rate will be forward locked for a period of 24 months.

Permanent Loan Maturity: 18 years from the permanent loan conversion.

Amortization: 35 years.
Permanent Loan Fees: The greater of:
   1) $7,500 or
   2) 1.0% of the total Loan Commitment, payable at construction loan closing.

There will also be a Conversion Fee equal to $10,000 payable at conversion.

Conversion Terms:
   1) Lien free completion.
   2) Property has stabilized over the prior three consecutive months as evidenced by 90% or greater physical and economic occupancy for each of the three months and achievement of 1:1.20X DSCR for that period.
   3) Pay-off of the construction loan.

Guaranty: Non-recourse exclusions from key principals relating to fraudulent acts, in form and substance acceptable to Bank. Financial condition of key principals will be subject to Bank review and approval.

Reserves: The Bank will require a replacement reserve of at least $250 per unit. Other reserves may be required.

Property Manager: Entity to be named. Entity is subject to Bank’s full due diligence and approval.

GENERAL PROVISIONS:

Syndicator/Investor: Syndicator and investor are subject to Bank approval. Investor(s) must be admitted into the partnership (or as member of a limited liability corporation) no later than closing of the Construction Loan.

LIHTC Equity:
   1) Borrower must provide evidence satisfactory to Bank that it is entitled to an allocation of state and/or federal LIHTC’s and agree to perform all actions necessary to maintain the allocation of those tax credits.
   2) Bank must review and approve the commitment letter, partnership agreement, and any other documentation evidencing purchase of the LIHTC’s.
   3) Proceeds from the sale or syndication of the LIHTC’s must be in an acceptable amount and according to a pay-in schedule and funding conditions acceptable to the Bank.
   4) Upfront investor limited partner equity shall be at least 10% of the total investor limited partner equity.
   5) Bank of America, acting as Syndicator/Investor for the project, may elect a different equity pay-in schedule.
   6) Assignment of tax credits required.
   7) Initial capital contributions in excess of closing draw or subsequent capital contributions in excess of a concurrent draw request shall be deposited into a Bank controlled account from which pending and subsequent draws shall be funded completely prior to advancing funds from the Construction Loan. In the event Bank and Borrower enter into a Construction Loan Disbursement Escrow Agreement, Bank will allow initial capital contribution in excess of closing draw may remain in escrow from which pending and subsequent draws are funded.

Secondary Financing: Secondary Financing is permitted, subject to Bank approval. Secondary Financing shall be subordinated to the Bank’s lien and secondary creditors who have not funded all proceeds prior to Bank proceeds shall execute an intercreditor agreement satisfactory in substance and form to the Bank,
which limits and restricts the secondary creditor’s rights and remedies without the prior written consent of the Bank. Secondary Financing subordination terms and conditions shall be consistent with provisions contained in Bank’s form of subordination agreement and allow the potential refinance of the facilities contemplated herein. All Secondary Financing loan documents, including the subordination agreement, shall be acceptable to the Bank. The loan documents shall provide for traditional restrictions on Borrower encumbrances of the property. It is the Bank’s assumption that all Secondary Financing for the Project will be funded prior to or simultaneous with Construction Loan Closing. Sources of Secondary Financing not paid in their entirety at closing and to be provided by governmental agencies (Federal, State, or Local) shall be evidenced by a commitment at closing which shall indicate that the allocation has been approved and funds allocated have been raised, reserved and available, and are not subject to clawback for other governmental priorities and, further, that the commitment does not obligate funds in excess of funds reserved. Any required “must-pay” subordinate debt service shall be underwritten and included in the LTV calculations, as well as factored into the minimum DSCR, with a combined minimum of 1.20:1 DSCR and 90% LTV on all hard debt.

Bank of America, N. A. acknowledges the following potential sources:

<table>
<thead>
<tr>
<th>Type</th>
<th>Provider</th>
<th>Amount</th>
<th>Interest rate</th>
<th>Loan Term</th>
<th>Amortization Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan</td>
<td>Bank of America Merrill Lynch</td>
<td>$8,000,000</td>
<td>LIBOR + 2.50%</td>
<td>24 months</td>
<td>N/A</td>
</tr>
<tr>
<td>First Mortgage Loan</td>
<td>AEGON</td>
<td>$3,515,000</td>
<td>6.5%</td>
<td>18 years</td>
<td>35 years</td>
</tr>
<tr>
<td>Tax Credit Equity</td>
<td>Bank of America Merrill Lynch</td>
<td>$7,124,288</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Montgomery</td>
<td>$500</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Nantucket Housing, LLC</td>
<td>$572,697</td>
<td>0%</td>
<td>13 years</td>
<td>Cash flow</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Education Based Housing, Inc.</td>
<td>$30,142</td>
<td>0%</td>
<td>13 years</td>
<td>Cash flow</td>
</tr>
</tbody>
</table>

**Upfront Funding Sources:** Total upfront funding, which may include LIHTC equity, developer equity, and/or subordinate debt shall equal a minimum of 15% of total development costs and will be advanced prior to the Bank’s Construction Loan.

**Developer Fee Payout Schedule:** Developer fee payout schedule is subject to Bank review and approval. Bank approved pay-in schedule will not necessarily defer to the partnership agreement but shall follow terms finalized for the loan agreement.

**Market Analysis:** Terms herein are subject to Bank’s satisfactory review and acceptance of overall market condition, demand/capture rate, absorption estimates, and subject property’s rent differential to market.
Fees and Expenses: Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only) and appraisal. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

Restrictions: Subject to review and underwriting of any rent or other restrictions that may survive a foreclosure. Confirmation that unit rents post a foreclosure can adequately support the property based on current market conditions at that time, to be determined at Bank’s discretion.

Deposits: The Bank may require that the replacement reserve, any operating deficit reserve, operating account, and any other reserves required by other funding parties to the project be maintained at the Bank.

Regulatory Requirements: Subject to the review and approval of all regulatory agreements and/or land use restrictions as required for ad valorem tax abatement, Section 8 (HAP), subordinate debt, ground lease, or other sources of funding, as applicable. Evidence that ad valorem tax abatement coincides with the real estate collateral required. Attorney opinion of real estate tax abatement applicability may be required.

Material Adverse Change: Bank of America’s obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America’s ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

Assumptions made: The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

Texas Department of Housing and Community Affairs (“TDHCA”) term sheet requirements:

Preliminary Underwriting: This term sheet is presented based on preliminary underwriting that may have included, but is not limited to:
• A financial evaluation of the sponsors/developer;
• Modeling of the property pro-forma;
• Preliminary background screening of sponsors and developers;
• Evaluation of sponsor and developer prior experience and track record, and financial capacity;
• Determination of project feasibility;
• Evaluation of construction budget, gap analysis, and adequacy of contingencies;
• Evaluation of market and conditions;
• Any other conditions that are deemed necessary or material by the Bank.

Closing: Closing of the subject facility is anticipated by 10/31/2018.
Financial Capacity: In consideration of this request Bank of America has reviewed the financial position of the proposed principals/guarantors and found that as of the date of this letter, the principal(s)/guarantors have been found to be acceptable.

This term letter includes an exhibit that projects total operating expenses, net operating income and debt service for the first year of stabilized operation as reflected in the pro forma which has been prepared by the bank using preliminary information provided by the borrower. The attached proforma indicates that the development pro forma would maintain no less than a 1.15 DSCR throughout the initial fifteen (15) years proposed. These projections, which indicate that the Development is expected to be feasible for thirty years, are made based upon information provided by the Borrower and are subject to Bank of America’s due diligence review.

<table>
<thead>
<tr>
<th>COMPARISON CATEGORIES</th>
<th>Proforma First Year Projections</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE GROSS INCOME</td>
<td>$737,162</td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td>$418,121</td>
</tr>
<tr>
<td>including replacement reserves</td>
<td></td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$319,041</td>
</tr>
<tr>
<td>Underwritten Term Interest Rate</td>
<td>6.5%</td>
</tr>
<tr>
<td>Projected Annual Debt Service</td>
<td>$254,832</td>
</tr>
<tr>
<td>Projected Cash Flow</td>
<td>$64,209</td>
</tr>
<tr>
<td>Projected DSCR</td>
<td>1.25x</td>
</tr>
</tbody>
</table>

Expiration: The subject terms are presented for the purpose of making application for a tax credit award from the Texas Department of Housing and Community Affairs with decisions on awards expected by July 27, 2018 (decision date). This term sheet will expire at 5:00 p.m. MST, within five (5) business days from decision date unless you execute this term sheet and return it to us prior to that time, along with a good-faith deposit of $15,000. Upon receipt of the signed letter and the good-faith deposit, the Bank will proceed with the necessary due diligence to prepare and submit your loan request. Your deposit is refundable, less the Bank’s out of pocket expenses incurred, should the Bank decline the financing opportunity discussed herein.

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank’s approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm’s length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal,
accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,

Bank of America, N.A.

[Signature]

Name: Valerie A. Williams
Title: Senior Vice President
Telephone: (214) 209-3219
Facsimile: (214) 416-0740
Email: valerie.a.williams@baml.com

Please submit a loan application as outlined above:

[Signature]

Name: H. Chris Richardson
Title: Vice President
Date: 4-18-2018
The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment if and only if (i) you company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to hereinafter as the "Eligibility Requirements"). In the event your company does not satisfy all of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative."

In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.
Important Notice

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

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

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

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

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

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

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

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.
COMMITMENT FOR TITLE INSURANCE T-7
Issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

We (Old Republic National Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued through the Office of:
Mindy Crawford
Old Republic National Title Insurance Company
777 Post Oak Blvd. Ste. 100
Houston, TX 77056
Phone: 713-626-9220
Fax: 281-715-5695
Email: mcrawford@OldRepublicTitle.com

[Signature]
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
420 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By [Signature]
President

[Signature]
Secretary
SCHEDULE A

Mindy Crawford
PC/PC TD: MZ/3218
Effective Date: April 1, 2018, 8:00 A.M.
Issued Date: April 17, 2018

1. The policy or policies to be issued are:
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: PROPOSED INSURED: Nantucket Housing, LLC, a Texas limited liability company
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: PROPOSED INSURED:
       Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: PROPOSED INSURED:
       Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: PROPOSED INSURED:
       Proposed Borrower:
   (f) OTHER
       Policy Amount: PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:

   NANTUCKET HOUSING, LLC, a Texas limited liability company

4. Legal description of land:

   All of Restricted Reserve "B" of HERITAGE PLAZA, SECTION 1, a subdivision in Montgomery County, Texas according to the map or plat thereof recorded in Cabinet Z, Sheet 3218 of the Map Records of Montgomery County, Texas.
G.F. No. 18002532

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):


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.)

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

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

Old Republic National Title Insurance Company
Continuation of Schedule B

G.F. No. 18002532

(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. (This exception may be modified or deleted upon physical inspection of the property by a member of the title company.) (Owner’s Policy Only)

b. Terms and provisions of any and all leases, together with rights of Lessees thereunder.

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. (This exception will be deleted upon receipt and review of a satisfactory qualifying survey. The Company expressly reserves the right to take specific exception to any adverse matters reflected thereon.)

d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. (Pursuant to Procedural Rule P-50.1 the above exception must appear on any corresponding policy issued if a T-19.2 or T-19.3 endorsement that meets underwriting standards is requested by the proposed insured.)

e. The following matters reflected on the recorded plat filed in Cabinet No. Z, Sheet No. 3218, of the Map Records of Montgomery County, Texas:

An easement 16 feet in width along the northerly property line for the use of public utilities.

Building set back line 25 feet in width along Flagship Boulevard.

An easement 10 feet in width along the easterly property line for the use of public utilities.

An easement 10 feet in width along the southerly property line for the use of public utilities.

Building set back line 10 feet in width along the easterly property line.

Building set back line 10 feet in width along the southerly property line.

Building set back line 10 feet in width along the northerly property line.

f. Terms, provisions and conditions of that certain Reciprocal Shopping Center Easement Agreement executed by and between Montgomery Flagship Properties, Ltd., and System Capital Real Property Corporation, as evidenced in that certain Non-Disturbance Agreement filed for record under Montgomery County Clerk’s File No.2001-110702, and in Non-Disturbance Agreement filed for record under Montgomery County Clerk’s File No.2001-110703.

g. Mutual Agreement for Reciprocal Easement with Covenants and Restrictions executed by and between Montgomery Flagship Properties, Ltd., and Brookshire Brothers, Ltd., filed for record under Montgomery County Clerk’s File No(s). 2001-065849 and 2002-132500.

h. Declaration of Covenants and Mutual Access Easement by and between Montgomery Flagship Properties, Ltd., and MTC Partners, LP, as set forth by instrument filed for record under Montgomery County Clerk’s File No. 2004-130721.

i. Easement granted to Entergy Gulf States, Inc., as set forth and defined by instrument filed for record under Montgomery County Clerk’s File No. 2001-096686.

Old Republic National Title Insurance Company
Continuation of Schedule B

j. Terms, conditions and provisions contained in that certain Easement Agreement by and between Nantucket Housing, LLC, and Montgomery Heritage Plaza, LP, as set forth by instrument filed for record under Montgomery County Clerk’s File No. 2015011349.

k. An undivided 1/10th of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted therefrom as the same are set forth in instrument filed for record under Montgomery County Clerk’s File No. 8524155. (Said interest not investigated subsequent to date of reservation or conveyance.)
G.F. No. 18002532

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:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - 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,
   - there is legal right of access to and from the land,
   - (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. NOTE: We find no outstanding voluntary liens of record affecting the subject property. Inquiry should be made concerning the existence of any recorded or unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.

6. The following documents are required for review prior to the closing of the transaction and issuance of any title insurance predicated upon a conveyance or encumbrance from Nantucket Housing, LLC, a Limited Liability Company:
   a) Certificate of Formation (or Articles of Organization), including any amendments, registered with the Secretary of State;
   b) Satisfactory evidence that the Limited Liability Company is in good standing in the State of Texas;
   c) Company Agreement (or Operating/Management Agreement), including any amendments, showing the Membership of the Company and identity of and authority of the person or persons, acting on behalf of the Limited Liability Company, to execute the transaction documents.

Upon review, the Company reserves the right to make additional requirements and/or exceptions.

7. NOTE: This Commitment for Title Insurance (Form T-7) was prepared on the basis of an ordinary sales transaction. Should the transaction change, in any manner, including but not limited to a construction loan or a pass through transaction, the Company's examination personnel must be notified and the commitment amended accordingly.

NOTE TO ALL BUYERS, SELLERS BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THIS COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND

Old Republic National Title Insurance Company
Continuation of Schedule C

G.F. No. 18002532

REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. TEXAS DEPARTMENT 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. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.
c. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment.
d. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.
e. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.
f. Uncertified funds in amounts less than $1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the $1,500 limitation;
g. Uncertified funds in amounts of $1,500 or more, drafts, and any other items when collected by the financial institution;
h. State of Texas Warrants;
i. United States Treasury Checks;
j. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) with such financial institution;
k. Checks by city and county governments located in the State of Texas.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

G.F. No. or File No. 18002532
Effective Date: April 1, 2018,

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

   DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

   HARRINGTON BISCHOF
   JAMES HELLAUER
   DENNIS P. VAN MIEGHEM
   RANDE K. YEAGER
   STEVEN J. BATEMAN

   JOHN M. DIXON
   ARNOLD L. STEINER
   JIMMY A. DEW
   CHARLES F. TITTERTON
   GLENN W. REED

   STEVE R. WALKER
   A. C. ZUCARO
   FREDERICKA TAUBITZ
   SPENCER LEROY, III

   OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

   MARK A. BILBREY, President
   CURTIS J. HOFFMAN, Executive Vice President
   DANA C. SOLMS, Executive Vice President
   DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel
   GARY J. HORN, Executive Vice President
   CAROLYN J. MONROE, Executive Vice President
   CHERYL JONES, Executive Vice President
   CHRIS G. LIESE, Executive Vice President

   RANDE K. YEAGER, Chairman and CEO
   JEFFERY J. BLUHM, Executive Vice President
   MARK M. BUDZINSKI, Executive Vice President
   PATRICK A. CONNOR, Executive Vice President
   MIKE TARPEY, Vice President, Treasurer
   ROGER A. GAIO, Executive Vice President
   ROBERT E. ZELLA, Executive Vice President
   MICHAEL B. SKALKA, Executive Vice President

Shareholders owning, controlling or holding, either personally or beneficially, 10% or more of the shares of Old Republic National Title Insurance Company as of the last day of the year preceding the date herein above set forth are as follows: Old Republic Title Insurance Companies, Inc.—100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

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

   OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

   (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium as follows: Old Republic Title Insurance Companies, Inc.—100%

   (b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows. Same as Section 1.

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent. Directors: Same as Section 1

   MARK A. BILBREY, President
   CURTIS HOFFMAN, Executive Vice President, SW Regional Mgr.
   AMY RODRIGUEZ, Vice President, DFW Manager

   JEFFERSON C. WEBB, Vice President, Houston Div. Manager

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

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners Policy</td>
<td>$238.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$238.00</td>
</tr>
</tbody>
</table>

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

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

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

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-678-1700 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

Old Republic National Title Insurance Company
Continuation of Schedule D

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

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

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

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

**What?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share, and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Old Republic Title share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong> - to offer our products and services to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For our affiliates' everyday business purposes - information about your transactions and experiences</strong></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates' everyday business purposes - information about your creditworthiness</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For non-affiliates to market to you</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

**Questions**

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Old Republic National Title Insurance Company
## Who we are

**Who is providing this notice?**
Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

## What we do

**How does Old Republic Title protect my personal information?**
To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.

**How does Old Republic Title collect my personal information?**
We collect your personal information, for example, when you:
- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can’t I limit all sharing?**
Federal law gives you the right to limit only:
- Sharing for affiliates' everyday business purposes information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

## Definitions

**Affiliates**
Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terra National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*

**Non-affiliates**
Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Old Republic Title does not share with non-affiliates so they can market to you*

**Joint marketing**
A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Old Republic Title doesn't jointly market*
Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

<table>
<thead>
<tr>
<th>American First Abstract, LLC</th>
<th>American First Title &amp; Trust Company</th>
<th>American Guaranty Title Insurance Company</th>
<th>Attorneys' Title Fund Services, LLC</th>
<th>Compass Abstract, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>eRecording Partners Network, LLC</td>
<td>Genesis Abstract, LLC</td>
<td>Kansas City Management Group, LLC</td>
<td>L.T. Service Corp.</td>
<td>Lenders Inspection Company</td>
</tr>
<tr>
<td>Lex Terra National Title Services, Inc.</td>
<td>Lex Terra, Ltd.</td>
<td>Mara Escrow Company</td>
<td>Mississippi Valley Title Services Company</td>
<td>National Title Agent's Services Company</td>
</tr>
<tr>
<td>Old Republic Branch Information Services, Inc.</td>
<td>Old Republic Diversified Services, Inc.</td>
<td>Old Republic Exchange Company</td>
<td>Old Republic National Title Insurance Company</td>
<td>Old Republic Title and Escrow of Hawaii, Ltd.</td>
</tr>
<tr>
<td>Old Republic Title Co.</td>
<td>Old Republic Title Company of Conroe</td>
<td>Old Republic Title Company of Indiana</td>
<td>Old Republic Title Company of Nevada</td>
<td>Old Republic Title Company of Oklahoma</td>
</tr>
<tr>
<td>Old Republic Title Company of Oregon</td>
<td>Old Republic Title Company of St. Louis</td>
<td>Old Republic Title Company of Tennessee</td>
<td>Old Republic Title Information Concepts</td>
<td>Old Republic Title Insurance Agency, Inc.</td>
</tr>
<tr>
<td>Old Republic Title, Ltd.</td>
<td>Republic Abstract &amp; Settlement, LLC</td>
<td>Sentry Abstract Company</td>
<td>The Title Company of North Carolina</td>
<td>Title Services, LLC</td>
</tr>
<tr>
<td>Trident Land Transfer Company, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Old Republic National Title Insurance Company
DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner's Policy)

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

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

The Arbitration provision in the Policy is as follows:

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

I request deletion of the Arbitration provision.

_________________________  ____________________________
Signature                                    Date

Old Republic National Title Insurance Company
IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact (Old Republic National Title Insurance Company 713-682-4144).

You may call Old Republic National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attention: Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con su (Old Republic National Title Insurance Company 713-682-4144).

Usted puede llamar al número de teléfono gratis de Old Republic National Title Insurance Company para información o para someter una queja al:

1-888-678-1700

Usted también puede escribir a Old Republic National Title Insurance Company:

400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
Development Activities

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

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

A. Unit Sizes

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

OR:

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

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

n/a 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.

n/a 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)

n/a 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.

n/a 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.

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).
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

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

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

- Single Family Construction
- BEO
- Transitional (per §42[(f)(3)(B)]
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

**Development will have:**
- Fire Sprinklers
- Elevators
- # of Elevators: 2
- Wt. Capacity: 3500

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Free Paid
- Shed or Flat Roof Carport Spaces: 0 0
- Detached Garage Spaces: 0 0
- Attached Garage Spaces: 120 0
- Uncovered Spaces: 0 0
- Structured Parking Garage Spaces: 0 0

**Floor Composition/Wall Height:**
- 90% Carpet/Vinyl/Resilient Flooring
- 9% Ceramic Tile
- n/a Ceiling Height
- n/a Upper Floor(s) Ceiling Height (Townhome Only)
- 0% Other

---

#### Unit Type Configuration Table

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Residences</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>705</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>706</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>921</td>
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<tr>
<td>B2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>921</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>6 8 16 12</td>
<td>42</td>
<td>29,610</td>
</tr>
<tr>
<td>6 10 18</td>
<td>34</td>
<td>31,314</td>
</tr>
</tbody>
</table>

**Totals:**

| 12 8 30 30 - - - - - - - - - - | 80               | 64,178                    |

**Net Rentable Square Footage from Rent Schedule:**

64,178

---

**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: 4,000

- The lesser of these two numbers added to NRA: 64,178

If a revised form is submitted, date of submission: 4/16/2018
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>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National HTF Units</th>
<th>TDHCA 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 Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>2.115</td>
<td>402</td>
<td>57</td>
<td>345</td>
<td>1,035</td>
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</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>4,230</td>
<td>670</td>
<td>57</td>
<td>613</td>
<td>3,678</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TC 60%</td>
<td>24</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>16,920</td>
<td>804</td>
<td>57</td>
<td>747</td>
<td>17,928</td>
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<tr>
<td>TC 30%</td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
<td>1,842</td>
<td>483</td>
<td>70</td>
<td>413</td>
<td>826</td>
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<tr>
<td>TC 50%</td>
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<td>2</td>
<td>2.0</td>
<td>921</td>
<td>6,447</td>
<td>805</td>
<td>70</td>
<td>735</td>
<td>5,145</td>
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<td>TC 60%</td>
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<td>921</td>
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<td>966</td>
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<td>9</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>6,345</td>
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<td>7</td>
<td>2</td>
<td>2.0</td>
<td>921</td>
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<td>1,240</td>
<td>8,680</td>
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</tbody>
</table>

**TOTAL** 80 64,178 65,211

- Non Rental Income $15.00 per unit/month for Application, Late, NSF, & Pet Fees, re-keys 1,200
- Non Rental Income 0.00 per unit/month 1,200
- Non Rental Income 0.00 per unit/month 1,200

**TOTAL NONRENTAL INCOME** $15.00 per unit/month for 1,200

= **POTENTIAL GROSS MONTHLY INCOME** 66,411

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (4,981)
- Rental Concessions (enter as a negative number) Enter as a negative value 61,430

= **EFFECTIVE GROSS MONTHLY INCOME** 61,430

\( \times 12 = \text{EFFECTIVE GROSS ANNUAL INCOME} \)

737,162

If a revised form is submitted, date of submission: 04/16/2018
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>8%</td>
<td>6%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>20%</td>
<td>16%</td>
</tr>
<tr>
<td>TC60%</td>
<td>72%</td>
<td>58%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>16</td>
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<td>16</td>
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<tr>
<td>Total Units</td>
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<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
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</thead>
<tbody>
<tr>
<td>% of Li</td>
</tr>
<tr>
<td>HTF30%</td>
</tr>
<tr>
<td>HTF40%</td>
</tr>
<tr>
<td>HTF50%</td>
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<tr>
<td>HTF60%</td>
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<td>HTF80%</td>
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<tr>
<td>HTF Li Total</td>
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<tr>
<td>MR</td>
</tr>
<tr>
<td>MR Total</td>
</tr>
<tr>
<td>HTF Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
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<td>MRB50%</td>
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<td>MRB60%</td>
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<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
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<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
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<tr>
<td>MRB Total</td>
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</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Li</td>
</tr>
<tr>
<td>30%</td>
</tr>
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<td>HH/60%</td>
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<tr>
<td>MR</td>
</tr>
<tr>
<td>MR Total</td>
</tr>
<tr>
<td>Direct Loan Total</td>
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</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td></td>
<td>Total OT Units</td>
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</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of Li</th>
<th>% of Total</th>
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</tr>
<tr>
<td>5</td>
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<td>0</td>
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</table>

**ACQUISITION + HARD**  
Cost Per Sq Ft $111.29  
**HARD**  
Cost Per Sq Ft $111.29  
**BUILDING**  
Cost Per Sq Ft $76.85  
**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.**
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: NH Heritage GP LLC</th>
<th>Role/Title: General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 4001 W. Sam Houston Pkwy N. Suite 100</td>
<td>City: Houston</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: NH Heritage LP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: n/a</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (713) 914-9200</td>
<td>Email: <a href="mailto:nkelley@blazerbuilding.com">nkelley@blazerbuilding.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: No</td>
<td>Ability to exercise Control over the Development? No</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. TDHCA Experience: Yes</td>
<td>5. TDHCA Experience: Yes</td>
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<tr>
<td>6. TDHCA Experience: Yes</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: Jeffersonian Contractors, Inc</th>
<th>Role/Title: GP-Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: P. O. Box 800731</td>
<td>City: Houston</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: NH Heritage LP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 12/21/1999</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (512) 694-1381</td>
<td>Email: <a href="mailto:educationbasedhousinginc@gmail.com">educationbasedhousinginc@gmail.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Education Based Housing, Inc</td>
<td>2. TDHCA Experience: Yes</td>
<td></td>
</tr>
<tr>
<td>3. TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. TDHCA Experience: Yes</td>
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<td>5. TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. TDHCA Experience: Yes</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: Education Based Housing, Inc</th>
<th>Role/Title: Owner of Org 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: P. O. Box 800731</td>
<td>City: Houston</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Jeffersonian Contractors, Inc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 12/21/1999</td>
<td>Legal Org is or will be: Non-Profit</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (512) 694-1381</td>
<td>Email: <a href="mailto:educationbasedhousinginc@gmail.com">educationbasedhousinginc@gmail.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Andrew Horn</td>
<td>5. Cathy Gelsomini</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: No</td>
<td>TDHCA Experience: No</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: No</td>
<td>TDHCA Experience: No</td>
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</tr>
</tbody>
</table>
### Organization Name: Nantucket Housing, LLC

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>GP-Member</th>
</tr>
</thead>
</table>

**Address:** 4001 W. Sam Houston Pkwy N., Suite 100  
**City:** Houston  
**State:** TX  
**Zip:** 77043

**Name(s) of Entities the Organization Owns or Controls:**  
NH Heritage GP LLC

**Organization legally formed?** Yes  
**Date formed:** 7/30/2008  
**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** Yes  
**Phone:** (713) 914-9200  
**Email:** nkelley@blazerbuilding.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** No

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** No  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

### Organization Name: Blazer-Nantucket Holdings, LLC

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>Maj. Owner of Org 4</th>
</tr>
</thead>
</table>

**Address:** 4001 W. Sam Houston Pkwy N., Suite 100  
**City:** Houston  
**State:** TX  
**Zip:** 77043

**Name(s) of Entities the Organization Owns or Controls:**  
Nantucket Housing, LLC

**Organization legally formed?** Yes  
**Date formed:** 8/21/2013  
**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** No  
**Phone:** (713) 914-9200  
**Email:** blazer1@blazerbuilding.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** No

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

### Organization Name: Nantucket Housing, LLC

**Address:** 4001 W. Sam Houston Pkwy N., Suite 100  
**City:** Houston  
**State:** TX  
**Zip:** 77043

**Name(s) of Entities the Organization Owns or Controls:**  
Nantucket Housing, LLC

**Organization legally formed?** Yes  
**Date formed:** 8/21/2013  
**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?** No  
**Phone:** (713) 914-9200  
**Email:** blazer1@blazerbuilding.com

**Organization is identified on Org. Chart:** Yes  
**Ability to exercise Control over the Development?** No

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes

**List of Sub-Entities or Principals:**

1. **TDHCA Experience:** Yes  
2. **TDHCA Experience:** Yes  
3. **TDHCA Experience:** Yes
Education Based Housing, Inc.
Statement of Financial Position
December 31, 2017

Assets
Cash and cash equivalents 667,670.49
Developer fee receivable 886,253.00
Fixed assets, net of accumulated depreciation 0.00
Total Assets 1,553,923.49

Liabilities and Unrestricted Net Assets

Liabilities
Accounts Payable 250.00
Total Liabilities 250.00

Unrestricted Net Assets 1,554,173.49
Total Liabilities and Equity 1,554,423.49

Certified by:

Jessica Bailey
Executive Director
April 16, 2018
Education Based Housing, Inc.
Statement of Activities
For the period ended December 31, 2017

<table>
<thead>
<tr>
<th>Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Donations</td>
<td>0.00</td>
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<tr>
<td>Construction Income</td>
<td>19,371,752.00</td>
</tr>
<tr>
<td>Other Income</td>
<td>94,852.72</td>
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<tr>
<td>Developer Fees</td>
<td>117,118.47</td>
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<tr>
<td>Total Revenue</td>
<td>19,583,723.19</td>
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<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Cost of Construction</td>
<td>19,371,752.00</td>
</tr>
<tr>
<td>General and administrative expense</td>
<td>8,301.28</td>
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<tr>
<td>Salaries and wages</td>
<td>13,764.61</td>
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<tr>
<td>Legal and other professional fees</td>
<td>7,250.00</td>
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<tr>
<td>Depreciation</td>
<td>0.00</td>
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<tr>
<td>Total Expenses</td>
<td>19,401,067.89</td>
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</tbody>
</table>
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
2018 Development Owner Certification, Acknowledgement and Consent

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 §2305.6734.

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

Accessibility Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

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

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

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

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

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

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

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

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

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

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

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

By: 

Signature

H. Chris Richardson

Printed Name

President of Nantucket Housing, LLC

Title

April 16, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared H. Chris Richardson, President of Nantucket Housing, LLC, 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 16th day of April, 2018.

(Seal)

JELA HENDERSON
Notary ID # 129332355
My Commission Expires
February 28, 2021

Notary Public Signature
Shannon,

Good morning. The corrected Previous Participation Form is attached.

Regards,

Nathan L. Kelley
Blazer Building Texas, LLC
Nantucket Housing, LLC
713.914.9200 (O)
281.782.7078 (M)

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. Previous Participation forms: If Nathan Kelley has no previous TDHCA experience, there should not be any developments listed on his Previous Participation form. The List of Organizations and Principals form indicates he has no previous TDHCA experience; which conflicts.
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 May 1, 2018. Please respond to this email as confirmation of receipt.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 1, 2018.**

**Please respond to this email as confirmation of receipt.**

Shannon Roth
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3929
Fax: 512.475.1895

About TDHCA
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the Learn about Fair Housing in Texas page.

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
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: Nathan Kelley
Email Address: nkelley@blazerbuilding.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<td>ESG</td>
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<td>HTF/OCI:</td>
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<td>AYBR</td>
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<tr>
<td>Bootstrap</td>
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<tr>
<td>CFDC</td>
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<td>HBA</td>
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<td></td>
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<td>Other:</td>
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</tr>
<tr>
<td>NSP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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. Previous Participation forms: If Nathan Kelley has no previous TDHCA experience, there should not be any developments listed on his Previous Participation form. The List of Organizations and Principals form indicates he has no previous TDHCA experience; which conflicts.

<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>Yes</th>
<th>Phone:</th>
<th>(713) 914-9200</th>
<th>Email: <a href="mailto:nkelley@bazerbuilding.com">nkelley@bazerbuilding.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization is identified on Org. Chart?</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Blazer-Nantucket Holdings, LLC</td>
</tr>
<tr>
<td>2. Matt Fuqua</td>
</tr>
<tr>
<td>3. Jim Wanjia</td>
</tr>
<tr>
<td>4. Chad Hillman</td>
</tr>
<tr>
<td>5. Nathan Kelley</td>
</tr>
<tr>
<td>6. TDHCA Experience: Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Legal Name: Blazer-Nantucket Holdings, LLC</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Previous Participation Form</th>
</tr>
</thead>
</table>

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Nathan Kelley
Email Address: nkelley@bazerbuilding.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: NH Heritage LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12312</td>
<td>Campanile at Jones Creek</td>
<td>Richmond</td>
<td>HTC</td>
<td>Nov-13</td>
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</tr>
<tr>
<td>14271</td>
<td>Meadows at Cypress Creek</td>
<td>Houston</td>
<td>HTC</td>
<td>Nov-14</td>
<td></td>
</tr>
<tr>
<td>14274</td>
<td>The Heritage</td>
<td>Montgomery</td>
<td>HTC</td>
<td>Nov-14</td>
<td></td>
</tr>
<tr>
<td>15446</td>
<td>The Britmore</td>
<td>Houston</td>
<td>HTC</td>
<td>Nov-15</td>
<td></td>
</tr>
<tr>
<td>15311</td>
<td>Providence Kuykendahl Court</td>
<td>Conroe</td>
<td>HTC</td>
<td>Nov-15</td>
<td></td>
</tr>
<tr>
<td>17097</td>
<td>Poinciana Senior Living</td>
<td>Houston</td>
<td>HTC</td>
<td>Nov-17</td>
<td></td>
</tr>
</tbody>
</table>
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 May 1, 2018. Please respond to this email as confirmation of receipt.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 1, 2018.**

**Please respond to this email as confirmation of receipt.**
Shannon Roth  
Multifamily Housing Specialist  
Texas Department of Housing and Community Affairs  
221 E. 11th Street | Austin, TX 78701  
Office: 512.475.3929  
Fax: 512.475.1895  

**About TDHCA**  
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us) or the [Learn about Fair Housing in Texas](http://www.tdhca.state.tx.us) page.

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
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.

- The Building/Unit Type Configuration submitted for a deficiency response has a different unit calculation than the table on the site plan. Please make appropriate corrections.

- The development is an elevator served building; therefore, the accessible units should be distributed throughout the entire development, including floors.

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 Thursday, May 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.

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
May 14, 2018

Texas Dept. of Housing & Community Affairs
Attn: Nicole Fisher
221 E. 11th Street
Austin, TX 78701

Re: Heritage Senior Apartments – TDHCA# 18353
   Application Deficiency Response

Dear Nicole,

Please accept this letter as our response to the deficiency notice dated May 10, 2018.

1. The Building/Unit Type Configuration submitted for a deficiency response has a different unit calculation than the table on the site plan. Please make appropriate corrections. A corrected Building/Unit Type Configuration tab is attached.

2. The development is an elevator served building; therefore, the accessible units should be distributed throughout the entire development, including floors. Revised Architectural drawings showing a 1-bedroom and 2-bedroom accessible unit on the second floor are attached.

Please contact me with any questions.

Best regards,

Nathan Kelley
nkelley@blazerbuilding.com
SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION  

Building Configuration (Check all that apply):
- Single Family Construction
- SRO Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

Development will have:
- X Fire Sprinklers
- X Elevators
- 2 # of Elevators
- 3500 # of Floors

Number of Parking Spaces (consistent with Architectural Drawings):
- Free: 0 Shed or Flat Roof Carport Spaces
- Paid: 0 Detached Garage Spaces
- Free: 0 Attached Garage Spaces
- Paid: 120 Uncovered Spaces
- Free: 0 Structured Parking Garage Spaces

Floor Composition/Wall Height:
- 90% Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- 10% Ceramic Tile
- n/a N/A
- Other

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bathrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>705</td>
<td>6 8 16 11</td>
<td>41</td>
<td>28,905</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>706</td>
<td>2 1</td>
<td>3</td>
<td>2,118</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>921</td>
<td>6 10 18</td>
<td>34</td>
<td>31,114</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>921</td>
<td>2</td>
<td>2</td>
<td>1,842</td>
</tr>
</tbody>
</table>

Totals
- 12
- 8
- 30
- 30
- -
- -
- -
- -
- -

Net Rentable Square Footage from Rent Schedule
- 64,179

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):
- 64,179

If a revised form is submitted, date of submission:
- 5/10/2018
HERITAGE SENIORS
A Seniors Community

MUCASEY & Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1610
CONTENTS

Heritage Seniors

Project Summary
Site Plan
Amenity Entry Elevation
Amenity Center Floor Plan
Unit "A1" Floor Plan
Unit "A2 H.C." Floor Plan
Unit "B1" Floor Plan
Unit "B2 H.C." Floor Plan
First Floor Plan
Second Floor Plan
Third Floor Plan
Exterior Elevations
Grille House - Floor Plan & Elevations
## Project Summary

### Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>41</td>
<td>765 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>3</td>
<td>706 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units**: 44 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>34</td>
<td>921 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>2</td>
<td>921 s.f.</td>
</tr>
</tbody>
</table>

**Total Two Bedroom Units**: 36 Units

**Apartments Net Rentable Total**: 80 Units, 64,179 s.f.

### Amenities:

- **Amenity Center**: 5,219 s.f.
- **Amenity Porch**: 94 s.f.
- **Total Patio / Balcony**: 5,313 s.f.
- **Grille House**: 598 s.f.
- **Rentable Storage**: 763 s.f.
- **Total Breezeway & Stairs**: 15,744 s.f.
- **Other Support Areas**: 3,700 s.f.

**Project Total**: 95,596 s.f.

### Parking:

- **Parking required**: 1.5 cars per Unit x 80 Units = 120 cars

**Total Parking Provided**:

<table>
<thead>
<tr>
<th>Van</th>
<th>H.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible</td>
<td>Accessible</td>
</tr>
<tr>
<td>Open Parking (secured):</td>
<td>1</td>
</tr>
<tr>
<td>Amenity Parking (non-secured):</td>
<td>1</td>
</tr>
<tr>
<td>Total Parking Provided:</td>
<td>2</td>
</tr>
</tbody>
</table>

### Building Matrix:

<table>
<thead>
<tr>
<th>Bldg. #1</th>
<th>Bldg. #2</th>
<th>Bldg. #3</th>
<th>Bldg. #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 A1 units</td>
<td>8 A1 units</td>
<td>16 A1 units</td>
<td>12 A1 units</td>
</tr>
<tr>
<td>6 B1 units</td>
<td>Amenity Center</td>
<td>2 A2 units</td>
<td>18 B1 units</td>
</tr>
<tr>
<td>12 Total units</td>
<td>8 Total units</td>
<td>10 B1 units</td>
<td>30 Total units</td>
</tr>
<tr>
<td>2 B2 units</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Units**: 56

---

**TDHCA Disclosure**: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
### Common Building/Amenity Center Area Table

<table>
<thead>
<tr>
<th>Conditioned Space - Employee Only</th>
<th>Conditioned Space - Tenant Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager's Office</td>
<td>Lobby</td>
</tr>
<tr>
<td>Copy/File</td>
<td>Leasing</td>
</tr>
<tr>
<td>Storage</td>
<td>Clubrooms</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Men's Room</td>
</tr>
<tr>
<td>Total A/C - Employee</td>
<td>Women's Room</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unconditioned Space - Employee Only</th>
<th>Unconditioned Space - Tenant Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porch</td>
<td>Corridor</td>
</tr>
<tr>
<td>Total Non A/C - Employee</td>
<td>Fitness</td>
</tr>
</tbody>
</table>

**Total A/C - Public:** 4,340 s.f.

**Total Non A/C - Public:** 94 s.f.

---

### AMENITY CENTER - 1st Floor

**Heritage Seniors**

**Mucasey & Associates, Architects**

**AMENITY:** 5,219 s.f.

**PATIO:** 94 s.f.

**TDHCA Disclosure:** In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A1" - One Bedroom, 1 Bath

Heritage Seniors  FAIR HOUSING ACCESSIBLE  705 s.f.
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Heritage Seniors
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE  706 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B1" - Two Bedroom, 2 Bath
FAIR HOUSING ACCESSIBLE  921 s.f.

Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath

Heritage Seniors
ANSI/UFAS ACCESSIBLE 921 s.f.
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING PLAN - First Floor Plan

Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

ELEVATION - 'A' (N.E.)

ELEVATION - 'B' (N.W.)

VENEER:
35% BRICK VENEER
65% FIBER CEMENT SIDING

Keyplan
Heritage Seniors
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
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TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Grille House - Bldg #5
Heritage Seniors
Mucasey & Associates, Architects

VENEER: 35% BRICK VENEER
45% FIBER CEMENT SIDING

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
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: 18353, Heritage 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): 116
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 116
Difference between Requested and Awarded: 0

**Section 2:**
Points Awarded for §11.9(c)(8) Readiness to Proceed: 5
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): 154

**Section 5:**
Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:
NA

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, Monday, May 7, 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
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
NH HERITAGE LP

April 19, 2018

Texas Dept. of Housing & Community Affairs
Attn: Greg Stoll
221 E. 11th Street
Austin, TX 78701

Re: Heritage Senior Apartments – TDHCA# 18353
   Real Estate Analysis – Request for Information

Dear Greg,

Please accept this letter as our response to the request for information dated April 19, 2018.

1. Please explain your derivation of the Acquisition Price allocated for the portion of the parcel allocated for this development.
   Acquisition Price of $920,000 or $5.16 per square foot is supported by the Murphy Appraisal Group appraisal report dated February 25, 2018, which concludes a value of $930,000. Aside from the appraised value, the Acquisition Price is supported by the following costs:

   **Acquisition Cost Summary:**
   - Allocation of Initial Purchase Price 476,385
   - Interest / Capital Costs 212,200
   - Site Improvements / Maintenance 177,423
   - Real Estate Taxes 49,224

   **Total Acquisition Costs:** 915,232

   The costs incurred were inflated by the allowable 10% annual return on original capital investment and documented holding and improvement costs through the July 2018 board meeting date.

2. How did you derive your Property Tax estimates in your Proforma?
   Property taxes are estimated at $48,372 which is calculated by applying a 2.4186% millage rate to a value of $2,000,000. Although the appraisal district’s 2018 “Notice Value” on our adjacent Heritage Plaza property is $2,753,320, we have successfully litigated the tax value back down to $1,894,990 in 2016 and 2017 after initial notice values of $3,404,490 and $2,089,230 in 2016 and 2017, respectively. The $2,000,000 value reflects a 5.5% increase over the value we’ve settled at the last two years.

3. Please provide an acknowledgment of your Supportive Services by Permanent Lender, pursuant to rule §10.302(d)(2)(K). Attached.
4. a) Please discuss your plan to associate Heritage Seniors with the existing Heritage Plaza apartments? Our plan is to operate the properties independently of one another with separate clubhouses, amenities, services, etc. We may be able to realize some efficiencies through purchasing and other contracts, but don’t expect those to be material.

b) Are you expecting substantial differences in Operating Costs or Development Costs? Operating wise, we don’t expect substantial differences. Operating expenses for Heritage Plaza for the past twelve months have totaled $4,890 per unit, while we’ve underwritten Heritage Seniors at $4,977 per unit. The $87 per unit difference is attributed to inflation expectations.

Cost wise, we’ve budgeted $111 per square foot which is inline with recent bids we received on other similarly designed properties. That said, it is less than the construction costs incurred on Heritage Plaza due primarily to the lack of detention work and a more efficient building design planned on Heritage Seniors. Specifically, Heritage Seniors will not include any single-story ‘cottage’ buildings or attached garages imbedded into the three-story building like Heritage Plaza did. Those design elements were costlier than the proposed design. Lastly, Heritage Plaza was bid and constructed in 2015 when Houston’s multifamily construction boom was near its peak. Contrast to today’s 10,500 units under construction, 2015 saw nearly 27,000 units under construction. The period in the construction cycle put tremendous strain on labor and materials pricing, especially for deals in the outskirts of the metro like Heritage Plaza. With construction activity much more subdued, that will not present an issue this time around.

Please contact me with any questions.

Best regards,

Nathan Kelley
nkelley@blazerbuilding.com
Nathan Kelley

From: Williams, Valerie A <valerie.a.williams@baml.com>
Sent: Thursday, April 19, 2018 2:47 PM
To: Nathan Kelley
Cc: Matt Fuqua; Jela Henderson
Subject: TDHCA - 18353 Heritage Seniors

Nathan,

Bank of America acknowledges the inclusion of $3,500 for Supportive Services in the operating expense budget of Heritage Seniors. This amount is also included in the proforma that was previously reviewed and signed off by the Bank.

Should you have any questions, please do not hesitate to contact me at 214-209-3219 (off) or 214-457-1304 (cell).

Sincerely,

Valerie A. Williams
SVP, Senior Client Manager
Commercial Real Estate Banking - CDB
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